

REQUEST FOR PROPOSALS

ROLLING RESISTANCE

TIRE STUDY



RFP #600-04-601
State of California
California Energy Commission
August 2004

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I. Introduction

BACKGROUND

At a special business meeting on November 12, 2003, the Energy Commission adopted the **2003 Integrated Energy Policy Report**. In the Policy Report, the Energy Commission provided a variety of energy policy recommendations to the Governor in the areas of electricity, natural gas, transportation energy, and the environment. The centerpiece of the report's transportation energy recommendations is that the state should "adopt a goal of reducing demand for on-road gasoline and diesel to 15 percent below 2003 levels by 2020 based on identified strategies that are achievable and cost-beneficial."

One possible strategy that has been identified to reduce the demand for petroleum in California is increasing the use of low rolling resistance tires. On January 30, 2003, the Energy Commission submitted the **California State Fuel-Efficient Tire Report** which concluded that significant fuel savings could occur from the expanded use of fuel efficient tires but that more tire testing was necessary regarding the safety and longevity of low rolling resistance tires.

WHAT IS THE PURPOSE OF THIS RFP?

The purpose of this Request for Proposal (RFP) is to select a contractor with specific tire expertise to complete tire testing analyses on selected tires being sold in California. The principal goals of the contract will be to (1) establish a useable database regarding rolling resistance and other tire characteristics and (2) examine the relationships (if any) of low rolling resistance tires to other tire characteristics such as longevity, safety and ease of tire recycling.

The contractor will recommend a testing protocol, test a comprehensive and representative sample of tires for rolling resistance, further test a subset of these same tires for longevity and safety, research tire recycling issues, and prepare a statistical study that shows whether or not a correlation exists between low rolling resistance and other characteristics including longevity, safety and recycling.

Only proposals from Bidders with significant and verifiable experience and expertise in the area of tire science and testing will be considered for technical merit review. Prospective Bidders should take special note of the attached proposal evaluation criteria sheet. As indicated, this solicitation is directed solely at contractors with significant experience and expertise in the field of tire testing and tire science. Proposals submitted without the necessary experience/expertise required to pass Section I will not be reviewed further.

HOW IS THIS RFP ORGANIZED?

This Request for Proposals (RFP) is organized into the following six sections:

- Section I Provides a summary and administrative overview of the RFP Requirements.
- Section II Explains the work to be accomplished, and deliverables and due dates.

I. INTRODUCTION, CONTINUED

- Section III Explains in detail the format, documents and technical expertise needed to submit a successful proposal.
- Section IV Provides administrative detail including legal requirements of the RFP.
- Section V Explains the evaluation process.

HOW MUCH FUNDING IS AVAILABLE?

There is \$400,000.00 available for the contract resulting from this RFP. Each bidder shall bid the entire amount of \$400,000.00. The contract award will be made to the responsible Bidder that can test the most tires at the lowest cost under the terms of this RFP and resulting contract and perform the identified tasks.

Funding for this agreement comes from the California Integrated Waste Management Board, for fiscal year 2004/05. Funding shall be subject to the appropriation and availability for that purpose in the 2004/05 Governor's Budget. In the event funds are not so available, the Commission shall have no further liability with regard to the agreement.

The Commission reserves the right to reduce the amount of the 2004/05 funding to an amount deemed appropriate in the event the budgeted funds do not provide full funding of Commission contracts. In this event, the Contractor and Commission Contract Manager shall meet and reach agreement on a reduced scope of work commensurate with the level of available funding.

WHAT ARE THE KEY ACTIVITIES AND DATES?

Key activities and times for this RFP are presented below. This is a tentative schedule, please call the Contracts Office to confirm dates.

ACTIVITY	ACTION DATE
RFP Release	August 3, 2004
Deadline for Written Questions	August 17, 2004, 5:00 p.m.
Pre-Proposal Conference	August 17, 2004
Distribute Questions/Answers and Addenda (if any) to RFP	August 31, 2004
Deadline to Submit Proposals	September 17, 2004
Interviews (If necessary)	September 29-30, 2004
Notice of Proposed Award	October 1, 2004
Commission Business Meeting	November 3, 2004
Contract Start Date	December 1, 2004
Contraction Termination Date	June 6, 2006

HOW DO I RESPOND TO THIS RFP?

Responses to this solicitation shall be in the form of a Technical and Cost Proposal according to the format described in Section III. The Technical Proposal shall document the Bidder's

I. INTRODUCTION, CONTINUED

experience, qualifications, project organization and approach to perform the tasks described in the Work Statement found in Section II, and the Cost Proposal shall detail the Bidder's budget to perform such tasks.

HOW CAN I OBTAIN FURTHER INFORMATION?

A Pre-Bid Conference will be held to answer questions. Please call (916) 654-4392 to confirm the time and date. Bidders are encouraged to attend this informational meeting:

August 17, 2004, 10:00 a.m.
California Energy Commission
1516 9th Street, Hearing Room A
Sacramento, California 95814

Potential Bidders may ask questions about the requirements of this RFP. Bidders must prepare their questions in writing and send or FAX them to the Contact Person (see Who Do I Contact?). At the option of the Commission, questions may be answered orally at the Pre-Proposal Conference or in writing. All questions will be answered in writing and will be distributed to recipients of this RFP sometime after the Pre-Proposal Conference and posted on the Commission's Web Site at www.energy.ca.gov. Deadline for written questions is August 17, 2003, by 5:00 p.m.

WHO DO I CONTACT?

Questions or clarifications about this RFP should be directed to:

ELIZABETH STONE, CONTRACT OFFICER
California Energy Commission
1516 Ninth Street, MS-18
Sacramento, California 95814
Telephone: (916) 654-5125
FAX: (916) 654-4423

This RFP is available through the Commission's Web Site at:
www.energy.ca.gov/contracts. Copies may be obtained by writing or calling:

California Energy Commission
1516 Ninth Street, MS-18
Sacramento, California 95814
Telephone: (916) 654-4392
FAX: (916) 654-4423

I. INTRODUCTION, CONTINUED

Verbal Communication

Any verbal communication with a Commission employee concerning this RFP is not binding on the State or the Commission and shall in no way alter a specification, term, or condition of the RFP.

WHAT ARE MY RESPONSIBILITIES FOR SUBMITTING A PROPOSAL?

Bidders must take the responsibility to:

- Carefully read this entire RFP
- Ask the appropriate questions in a timely manner
- Submit all required responses in a complete manner by the required date and time
- Make sure that all procedures and requirements of the RFP are followed and appropriately addressed
- Carefully reread the entire RFP before submitting a proposal.

II. Work Statement and Deliverables

ABOUT THIS SECTION

This section describes the contract work statement including the tasks the winning Bidder (“Contractor”) will be asked to perform under the direction of the Commission Contract Manager.

BACKGROUND

In October 2001, Senate Bill 1170 (Chapter 912, Statutes of 2001) authorized the Energy Commission to investigate opportunities for increasing usage of low rolling resistance (LRR) tires in the state. Because of Corporate Average Fuel Economy standards, the auto industry generally equips their new vehicles with tires that have significantly lower rolling resistance and better fuel economy than the average replacement tire. Replacement tires do not have to meet original equipment fuel efficiency standards and there is very little information regarding their rolling resistance and their relative fuel economy characteristics.

On October 1, 2003, the Governor signed AB 844 (Chapter 645, Statutes of 2003, Nation). This bill requires the Energy Commission to develop a comprehensive tire energy efficiency program. This program should be designed to ensure that replacement tires sold in the state are at least as energy efficient, on average, as the tires sold as original equipment for new vehicles.

Section 25771 of the bill directs the Energy Commission to develop, by July 1, 2006, the following items:

- A database of the energy efficiency of a representative sample of replacement tires sold in the state, based on test procedures adopted by the Energy Commission.
- A rating system for the energy efficiency of replacement tires sold in the state that will enable consumers to make more informed decisions when purchasing tires for their vehicles.
- Based on the database and rating system described above, requirements for tire manufacturers to report to the Energy Commission the energy efficiency of replacement tires sold in the state.

Section 25772 of the bill directs the Energy Commission to develop minimum energy efficiency standards for replacement tires by July 1, 2007. The bill further states that such a standard will only be implemented if the Commission can clearly determine that such standards are technically feasible and cost-effective and there would be no negative effect on tire safety, longevity, and state efforts to manage scrap tires.

The minimum standard (if adopted) would begin in 2008 and the resulting estimated fuel savings could be about 100 million gallons of fuel per year for California. Feasibility for adoption of this standard depends on an Energy Commission investigation whether low rolling resistance tires compromise safety, longevity or tire recycling. While there is significant existing information

II. WORK STATEMENT AND DELIVERABLES, CONTINUED

regarding other properties of tires such as tire tread-wear and traction grades as indicated on sidewall markings, there is little information regarding actual rolling resistance for replacement tires currently marketed in California.

WILL TRAVEL BE REQUIRED?

Travel may be necessary but is not required. Travel expenses incurred will be reimbursed at no more than the State per diem rates for non-represented State employees, and must be included in the Bidder's cost. Receipts for lodging are required and subject to the Commission Contract Manager's approval.

GENERAL REQUIREMENTS

The purpose of the work is to collect enough data to enable Energy Commission staff to reach a conclusion about whether low rolling resistance tires compromise tire longevity, safety or recycling. A significant product of this effort is to create a useable database of test results for selected tires regarding rolling resistance and other tire characteristics. A clear goal of this contract, therefore, is to test a sufficient number of tires that are statistically valid.

When preparing an estimate of the costs for purposes of bidding, the contractor shall include the costs associated with testing, of obtaining the required number of tires, and of disposing the tires after the tests are complete.

As described below, the contractor will recommend a testing protocol, test a comprehensive and representative sample of tires for rolling resistance, further test a subset of these same tires for longevity and safety, research tire recycling issues, and prepare a statistical study that shows whether or not a correlation exists between low rolling resistance and other characteristics including longevity, safety and recycling.

TASK 1: CONTRACT MANAGEMENT

Invoices

The contractor shall prepare an invoice for all contract expenses performed. The official invoice is to be submitted to the Commission's Accounting Office. The Commission's contract manager will specify the invoice format. All contractor invoices must identify charges by task.

Subcontractors

In the event subcontractors are part of the contractor's proposal, the contractor shall manage and coordinate subcontractor activities. The contractor is responsible for the quality of all subcontractor work and the Commission will assign all work to the contractor. When new subcontractors are hired or added, the contractor shall provide the Commission with updated Disabled Veteran Owned Business Enterprise (DVBE) forms.

II. WORK STATEMENT AND DELIVERABLES, CONTINUED

Any subcontractor whose work within the proposal would be essential to completion of the tasks in this agreement (such as a testing laboratory for performing rolling resistance testing) must be identified as a key subcontractor and identified specifically in the proposal. Unless given specific written permission to the contrary, any change in the assignment of key subcontractors after the award of the contract may be deemed a breach in the agreement by the Energy Commission and may result in the termination of the agreement.

The contractor will work directly with and report to the Commission's Contract Manager on contract status and subcontractor work assignments and progress. Contractor will coordinate subcontractor accessibility to the Commission's Contract Manager.

The Contractor shall require subcontractors to provide invoices that correctly identify expenses charged to each contract task. The Contractor shall also provide subcontractor invoices for invoice payments, showing funds authorized, invoices submitted, and status.

The Contractor shall require subcontractors to copy the Commission's Contract Manager with all final, approved work statement deliverables. All work statement deliverables from the contractor team must be submitted as drafts for review and comment to the Commission Contract Manager.

Monthly Progress Reports

The Contractor shall submit monthly progress reports to the Commission Contract Manager via e-mail which describe:

- Monthly progress in each task
- The degree of completion for each task
- Current and cumulative budget expenditure by task
- Cumulative contract expenditures
- Variance from planned expenditure schedule
- Status of deliverables
- Problems, and other information requested by the Commission Contract Manager

The Commission Contract Manager will specify the report format and the number of copies to be submitted. All monthly progress reports will coincide with the invoice period.

Final Report and Final Meeting

At the conclusion of the Contractor's technical work and as provided for in Exhibit A, Scope of Work, and Deliverables and Due Dates, the contractor shall provide a comprehensive final progress report, and a brief summary of the report, to the Commission Contract Manager. This report shall include a description of the overall project, the work accomplished during the entire contract, the effectiveness of the contract in meeting the objectives of the program, and future activities recommended to increase the effectiveness of the program. The Commission Contract Manager will review and approve the Final Report.

II. WORK STATEMENT AND DELIVERABLES, CONTINUED

The report shall be prepared in language easily understood by the public or laypersons with a limited technical background. A draft of the final report must be reviewed and approved by the Commission Contract Manager prior to becoming final. The Contractor shall provide one (1) original reproducible camera-ready master in black ink of the final report, and an electronic copy in a format to be determined by the Commission Contract Manager.

Contractor shall also meet with the Commission to present the findings, conclusions, and recommendations. Both the final meeting and the Final Report must be consummated on or before the termination date of the Agreement.

Product: Monthly Progress Reports

Due Date: Monthly by the 15 of each month

Product: Final Meeting

Due Date: 17 months after contract start

TASK 2: SELECTION OF TESTING PROTOCOL

With approval from Energy Commission staff and recommendations from the contractor, ten tire types shall be selected for testing that represent the most diverse tires in terms of rolling resistance and other characteristics possible. Contractor shall then perform two specific tests on the chosen tires:

Single speed tire test (SAE J1269)

Stepped down test (SAE J2452)

The purpose of the single speed tire test will be to determine whether it can be used to accurately predict rolling resistance of tires sold for light-duty vehicle use or whether the more complicated Stepped down test will be required to get dependable results. Significant differences in the results of the two tests should be investigated for underlying cause. Cost effectiveness versus accuracy are primary issues of concern.

The contractor shall perform the comparative analysis described above and complete a report explaining what test is being recommended for use and why, including the costs associated with each test. Based on the conclusions reached in this report and with agreement by the Energy Commission Contract Manager, the remainder of the tire testing to be accomplished in this contract shall be done using the recommended protocol.

Product: Report on SAE Tests for Rolling Resistance

Due Date: 2 months after contract start

II. WORK STATEMENT AND DELIVERABLES, CONTINUED

TASK 3: PLAN TO TEST TIRES FOR ROLLING RESISTANCE

Contractor will prepare a detailed plan that includes a list of tire types to be tested, procedures to be used for quality control, and a description of testing equipment to be used.

A. List of Tires to be Tested

The overall objective of this task is to choose as many diverse tire types as possible and still leave enough resources to complete all other tasks in the contract. Factors to consider in selecting appropriate tires to test are tire model, type, size, speed rating, original equipment vs. replacement type, popularity, manufacturer, diversity of representative sample, and expected diversity in rolling resistance testing results.

The tires to be tested shall be a representative sample of four major light duty vehicle types: compact/subcompact, full size/luxury, sport utility vehicle, and large suburban or full size pick-up. The representative sample of tire types shall be determined by the Energy Commission with review and approval from the Contractor. Commission staff will assist contractor by providing appropriate DMV database information regarding popularity of vehicle models. After consulting with the Commission Contract Manager, the list of proposed tires to be test shall be submitted in a compatible Excel format and hardcopy.

B. Procedures for Quality Control

Test data generated from this project shall include a plan that assures the repeatability and quality of rolling resistance measurement.

Repeatability of rolling resistance testing:

In addition to the list of tires to be tested, contractor shall include in the plan a verification of repeatability of rolling resistance testing. The Contractor shall employ one of these two methods to retest rolling resistance: (1) retest a limited sample of additional tires of the same model and size to study whether rolling resistance is uniform and repeatable; (2) use a control tire to test at different times during the testing period for these two tests. Contractor shall include a description of any other measures to be taken to assure quality control.

Use of more than one rolling resistance testing machine:

If more than one machine is used for the measurement of tire rolling resistance, the contractor shall develop a quality control procedure for assuring that test results for the various machines used are uniform and comparable. All data shall indicate the machine that was used to generate rolling resistance information.

Multiple testing of identical tires:

When testing identical tire types, contractor shall select tires with date codes within 3 months.

II. WORK STATEMENT AND DELIVERABLES, CONTINUED

Quality control for tires and storage:

All tires tested for rolling resistance shall be stored similarly, preferably in an inside, climate controlled area.

C. Description of Testing Equipment

The contractor should also specify the tire testing machine(s) to be used to perform the rolling resistance tests, including the type of testing equipment and other appropriate identification.

The contractor will submit the tire testing plan to the Commission Contract Manager for review and approval.

The Commission Contract Manager may request revisions to the plan, including the specific tires to be tested. Commission staff will not, however, increase the total quantity of tires to be tested over the number originally indicated in the successful proposal. Contractor will not begin actual testing until the plan is review and approved by the Commission Contract Manager.

Product: Tire Testing Plan

Due Date: 2 months after contract start

TASK 4: ROLLING RESISTANCE TESTING

Contractor shall test all of the tires identified in Task 3 using the protocol established in Task 2. It is the intent of this effort to test as many tires over the broadest range of rolling resistance within the constraints of funding available for this project (\$400,000.00). The data from these tires will be added to existing data so that a comparative analysis of the relationship of rolling resistance to other characteristics can be made.

The results of this tire testing will be submitted in a report to the Energy Commission staff. All compiled tire data shall be reported on an Excel spreadsheet that can be analyzed and added to later. Data will be reported in accordance with SAE units required by the chosen test protocol. For all tires tested under this task, contractor shall specify the following:

- Unique Identification Number (to be assigned by contractor for each tire tested)
- Rolling resistance
- Manufacturer
- Brand
- Size
- Cost
- Performance Type
- Speed Rating
- Temperature Grade
- Tread-wear grade
- Other Appropriate Data

II. WORK STATEMENT AND DELIVERABLES, CONTINUED

Product: Rolling Resistance Test Results

Due Date: 8 months after contract start

TASK 5: PLAN TO COMPARE LOW TO HIGH ROLLING RESISTANCE TIRES

Contractor shall prepare a detailed plan that includes a list of tires to be tested, a description of the procedure to be used for testing longevity, safety, and a special test on under-inflated tires. The goal in this task is to compare low rolling resistance tires to high rolling resistance tires and measure the differences (if any) in tire characteristics related to longevity and safety.

A. Procedures for Longevity Test

Contractor shall include in the plan a discussion of the types of tests available to measure a tire's characteristic related to longevity and prepare an explanation of which test is being recommended for use and why.

The plan will test a low rolling resistance tire model and a high rolling resistance tire model for each of 4 vehicle types outlined in task 2 (A) for longevity.

If on-vehicle testing is proposed, means shall be provided for recording and tracking fuel consumption/economy in addition to tire wear. The plan shall specify details of testing parameters and rationale for specified test. Actual on-vehicle testing for tire wear shall include provisions for maintaining uniformity of vehicles being compared including vehicle maintenance and operation characteristics. Also, provisions for uniformity in driver habits, re-fueling etc shall be included in the plan. The plan shall specify testing protocols including whether a mixture of highway vs. urban driving will be used. The rationale with respect to influence on tread wear of this driving mixture shall be explained. The plan shall include routes for vehicles, provisions for standard weight loads (driver, etc.), tire rotation, and other parameters as required for an accurate result.

B. Procedures for Safety Test

Contractor shall include in the plan a discussion of the types of tests available to measure a tire's characteristic related to safety and prepare an explanation of what test(s) is/are being recommended for use and why. Commission staff assumes that traction testing would be the most reasonable test type to correlate to safety. However, contractor may suggest/add other appropriate tests such as stopping distance and snow/ice traction. The plan shall include details of the procedures to be used in testing and the minimum number and type of tires to be tested. It is anticipated that the testing for this task be limited to obtaining a reasonable result for understanding whether a relationship exists between safety and rolling resistance.

C. Procedures for Under-Inflation Test

The plan shall pick a representative low rolling resistance sample tire to compare to a high rolling resistance tire sample from previously tested tires. The plan shall specify test type to

II. WORK STATEMENT AND DELIVERABLES, CONTINUED

measure tire longevity for under-inflated tires using appropriate testing parameters. Under-inflated pressure shall be defined for the purpose of this test as 25% under the manufacturer's recommended tire pressure. If on-vehicle tire testing is used, fuel consumption data shall also be recorded.

The contractor shall submit the plan for this task a section at a time (i.e., sections A, B, C) to the Commission Contract Manager for review and approval. While changes in the specific tires to be tested may be suggested, the Commission staff will not, however, increase the total quantity of tires to be tested over the number originally indicated in the successful proposal. Contractor will not begin actual testing until the specific plan is reviewed and approved by the Commission Contract Manager.

Product: Plan to Compare Low to High Rolling Resistance Tires
Due Date: 9 months after contract start

TASK 6: COMPARISON TEST OF LOW TO HIGH ROLLING RESISTANCE TIRES

Contractor shall test all of the tires identified in Task 5. The results of this tire testing will be submitted in a report to the Energy Commission staff. All compiled tire data shall be reported on an Excel spreadsheet that can be analyzed and added to later. Data will be reported in accordance with SAE units required by the chosen test protocol. For all tires tested under this task, contractor shall specify the following:

- Unique Identification Number (assigned in Task 3)
- Rolling resistance
- Longevity testing results
- Safety testing results
- Under-inflated tire longevity testing results

Product: Test Results of Low to High Rolling Resistance Comparison
Due Date: 14 months after contract start

TASK 7: TIRE RECYCLING STUDY

Contractor will research and identify any relationship that may exist between low rolling resistance tires and the ability to recycle these tires compared to other replacement tires. The study shall include whether the composition of low rolling resistance tires has any effect on potential alternatives for used tires as well as any other relevant issues related to tire recycling. Commission staff expects that this task can be performed by surveying tire manufacturers and other experts in the field and that no laboratory testing would be required.

Product: Report on the Relationship of Low Rolling Resistance to Tire Recycling
Due Date: 14 months after contract start

II. WORK STATEMENT AND DELIVERABLES, CONTINUED

TASK 8: RESULTS ANALYSIS REPORT

Contractor shall analyze the data collected from prior tasks and prepare a statistical study. This study shall include graphical representation of appropriate data that indicates whether a correlation exists between low rolling resistance tires and longevity, safety, type and model of tire, fuel economy, and ease of tire recycling. Specifically, the report shall include:

- **Longevity:** The report shall include a conclusion whether longevity of tires (as measured by actual testing, tread-wear grade with justification of accuracy, or other appropriate factors) has a positive, negative or no correlation to rolling resistance. A discussion shall be included on what factors were used in reaching the report's conclusion.
- **Safety:** The report shall include an evaluation of the safety and handling aspects of tires and how that relates to a tire's rolling resistance. A conclusion shall be drawn whether safety of tires as measured by temperature grade, traction grade (including rationale for accuracy), and testing and any other relevant safety-related factors has a positive, negative or no correlation to rolling resistance. A discussion shall be included on what factors were used in reaching the report's conclusion.
- **Tire Types and Models:** Based on tires tested, contractor shall report whether a relationship exists between tire model types (i.e. touring, all season, etc.) and rolling resistance. If so, an explanation shall be included.
- **Fuel Economy:** Contractor shall report the relative measured fuel savings from data acquired in the "on-vehicle" testing (if performed) of tread wear longevity and compare to other tire characteristics such as cost, etc.
- **Recycling:** Contractor shall analyze and determine if a correlation exists between rolling resistance and tire recycling. Contractor shall consult with the Energy Commission and California Integrated Waste Management Board staff to determine whether rolling resistance has a positive, neutral or negative effect on tire recycling.
- **Other Factors and Tire Characteristics:** Using prior experience and knowledge, contractor shall analyze, comment and reach conclusions on other factors affecting a tire's rolling resistance characteristics. Such other factors may include, but are not necessarily limited to the following:
 - Tire test selection (single speed or stepped down).
 - Repeatability of tire testing for rolling resistance.
 - Retail manufacturer listed prices of the tires tested and the relationship, if any, to cost and low rolling resistance of tires.
 - Size of tires (width) possible for a specific vehicle and relationship to rolling resistance.

II. WORK STATEMENT AND DELIVERABLES, CONTINUED

- Performance type and speed rating.
- External factors such as tire wear and age, road conditions, vehicle condition and any other external variables

Product: Draft Report

Due Date: 16 months after contract start

Product: Final Report

Due Date: 17 months after contract start

Deliverables and Due Dates

Task	Deliverable	Due Date (after contract start)
1	Monthly Progress Reports	15 th of the Month
	Final Meeting	May 2006
2	Report on SAE Tests for Rolling Resistance	February 2005
3	Tire Testing Plan	February 2005
4	Rolling Resistance Test Results	August 2005
5	Plan to Compare Low to High Rolling Resistance	September 2005
6	Test Results of Low to High Rolling Resistance Comparison	February 2006
7	Report on the Relationship of Low Rolling Resistance to Tire Recycling	February 2006
8	Draft Results Analysis Report	April 2006
	Final Results Analysis Report	May 2006

III. Proposal Format and Required Documents

ABOUT THIS SECTION

This section contains the detailed technical and mandatory Proposal format requirements. The format is prescribed to enable the State to evaluate each proposal uniformly and fairly. Format instructions must be adhered to, all requirements and questions in the RFP must be responded to, and all requested data must be supplied.

HOW MANY COPIES OF MY PROPOSAL DO I SUBMIT?

Mail or deliver an **original Proposal and 6 copies** to the address given in Section IV. Bidders must submit the technical qualifications and cost proposals in two separately sealed envelopes labeled Volume 1, Technical Proposal and Volume 2, Cost Proposal, for Request for Proposal #600-04-601. Bidders must also submit an electronic version of the technical and cost proposals in a format compatible with Microsoft Word.

WHAT IS THE REQUIRED FORMAT?

Volume 1

The following topics constitute the mandatory order of presentation for a Proposal. Two-sided copying is preferred:

Section 1—Administrative Response

- Cover Letter
- Table of Contents
- Required Administrative Forms
 - ✓ Contractor Status Form
 - ✓ Small Business Preference Certification letter (if applicable)
 - ✓ Completed Disabled Veteran Business Enterprise forms
 - ✓ Certification Clauses Package

Section 2—Technical Response

- Summary of Approach to Tasks in Work Statement
- Team Qualifications and Relationships
- Team Member Experience and Capabilities
- Team Organizational Chart
- Prime Contractor Experience
- Personnel Experience and Qualifications (including resumes)
- Previous Work Products
- References

III. PROPOSAL FORMAT AND REQUIRED DOCUMENTS, CONTINUED

Volume 2 – Cost (Sealed Separately)

- Cost Summary Letter
- General Requirements
- Exhibit B-1, Contract Task Budget Summary
- Exhibit B-2, Schedule of Deliverables and Due Dates
- Exhibit B-3, Contractor Fee Calculation
- Exhibit B-4, Rates
- Exhibit B-5, Travel, Equipment, Materials, and Misc. List

VOLUME 1 – SECTION 1, ADMINISTRATIVE RESPONSE

COVER LETTER

Each Bidder shall submit a cover letter on company letterhead that includes:

- A reference to: “REQUEST FOR PROPOSAL, No.600-04-601”;
- Summary of the Bidder’s ability to perform the services described in the Work Statement; and,
- Statement that the Bidder is willing to perform those services and enter into a contract with the State.

The cover letter must be signed by a person having the authority to commit the Bidder to a contract. If the Bidder claims a Small Business Preference, a statement to that effect shall also be included in the cover letter.

TABLE OF CONTENTS

Each Proposal must include a Table of Contents, organized in the order cited above and include corresponding page numbers.

REQUIRED ADMINISTRATIVE FORMS

Every Bidder must complete and include the following forms with their proposal:

- Contractor Status Form, Attachment 1
- Small Business/Disabled Veteran Business Enterprise Application

When claiming a small-business preference, the Bidder may include a copy of the approved certification letter or application for certification. Government Code Section 14835, et seq., requires that a five-percent preference be given to Bidders who qualify as a small business. See Attachment 2.1 for instructions.

III. PROPOSAL FORMAT AND REQUIRED DOCUMENTS, CONTINUED

- Disabled Veteran Business Enterprise (DVBE) forms in Attachments 2.2-2.4. (Bidders who are government entities are exempt from this requirement).
- Contractor Certification Clauses, Attachment 3

VOLUME 1 – SECTION 2, TECHNICAL RESPONSE

Volume 1, Section 2, shall summarize the Bidder's overall approach in completing the tasks outlined in the Work Statement, highlighting any outstanding features and qualifications relevant to performing the required work.

The information in this Section will be used to evaluate your company's approach to the Work Statement. When requested, identify the specific technical staff, the word processing technicians, and the administrative staff who will be directly involved in a contract management task. Exclude anyone whose responsibilities are minimally or indirectly associated with the contract, e.g., the receptionist, the mail room clerk or the security guard.

SUMMARY OF APPROACH TO WORK STATEMENT TASKS

Describe the Bidder's approach to providing services listed in the Work Statement, highlighting any outstanding features, qualifications and experience relevant to performing the duties described in the Work Statement.

TEAM QUALIFICATIONS AND RELATIONSHIPS

Identify and describe the prime contractor (organization/company) and briefly describe each organization on the team, including subcontractors (DVBEs, if applicable), highlighting any special expertise that will be utilized in achieving the project objectives outlined in the Work Statement. Describe the strengths of your organization including accomplishments and past outreach efforts relevant to this project.

TEAM MEMBER EXPERIENCE AND CAPABILITIES

Describe all technical and professional staff members that will be assigned to this project. Clearly define which team members will work on each task area outlined in the Work Statement. Indicate how all team members are qualified to perform the proposed work, showing previous relevant work. Provide the title or classification of each significant team member as it applies to this project, and specify his/her roles and functions that will be utilized for this project. Provide resumes for each team member who will be working on this project including current job classification, education, professional experience, and areas of responsibility in each member's organization. List the availability of each individual by person hours and percentage of time that person will be assigned to each task.

III. PROPOSAL FORMAT AND REQUIRED DOCUMENTS, CONTINUED

Give examples of each company's experience in performing work within the past 48 months in each of the task areas listed in response to the paragraph above. Explain the relevance of this prior work to the Work Statement and the proposed contract.

Describe how your team's expertise will be used to provide the technical support for the work described in this RFP highlighting any special expertise that will be utilized in achieving the project objectives outlined in the Work Statement.

Identify the individual who will oversee and manage the proposed project. State how the project manager has demonstrated capabilities to manage the work proposed, providing at least one example of a similar project managed by that individual.

TEAM ORGANIZATIONAL CHART

Provide an organizational chart that shows the Prime Contractor and the members of the contractor team and the relationships within each firm/company (including subcontractor and DVBE companies). Identify the primary persons responsible for the interface between the Prime Contractor and the Commission, and between each proposed subcontractor and the Prime Contractor. Explain the relationship of each technical staff to the organization of the rest of your company. Describe reliability, continuity, professional awards, location of the Bidder, and subcontractors, including DVBE's.

Include type of organization, composition, functions to be performed by employees of the Bidder, subcontractors or DVBE's and how they pertain to this contract.

Most of the work will involve coordination with the Commission's Sacramento Office. Describe where your company staff and each subcontractor's staff will be headquartered. Describe how you propose to minimize costs to the State while providing technical work under this contract.

PRIME CONTRACTOR EXPERIENCE

Describe the Prime Contractor's experience as a lead, general or Prime within the past 48 months and explain why your firm is qualified to perform the duties of a Prime Contractor as outlined in Task 1 of the Work Statement.

Identify the individual who will oversee and manage the proposed project. Explain how the project manager has demonstrated capabilities to manage the work proposed, providing at least one example of a similar project managed by that individual.

III. PROPOSAL FORMAT AND REQUIRED DOCUMENTS, CONTINUED

Timeliness

Bidders shall describe their ability to support contract requirements in a timely manner. This includes showing how the Contractor will ensure efficient and timely completion of work tasks. All work-related costs and delays to be incurred by company offices outside of California must be identified. If more than one California office will be involved in any aspect of this contract, those office and staff resources must be identified. If work is to be performed by offices outside of California, explain its impact on administrative and total project cost and timeliness.

Unless it is clearly demonstrated to have no adverse effect on the cost to the state in terms of efficiency or additional expense, work incurred outside of California will result in a lower score for this category. Also describe the Contractor's experience in developing cost effective methods for handling contract management assignments (i.e., how the task assignment and follow-up processes can be streamlined to allow for more efficient and expeditious handling of all work undertaken through this contract).

PERSONNEL EXPERIENCE AND QUALIFICATIONS

Describe all technical and professional staff members that will be assigned to this project. Clearly define which personnel will work on each task area outlined in the Work Statement and how all personnel are qualified to perform the proposed work, showing previous relevant work.

Provide the title or classification of each significant personnel member as it applies to this project, and specify his/her roles and functions that will be utilized for this project. Provide resumes for each personnel member who will be working on this project including current job classification, education, professional experience, and areas of responsibility in each member's organization. List the availability of each individual by person hours and percentage of time that person will be assigned to each task.

PREVIOUS WORK PRODUCTS

Describe and provide at least one example of a similar study that demonstrates successfully completed relevant work by your organization or team that includes:

- Study objectives.
- How the target markets were identified and characterized.
- How testing was developed, tested and refined.
- Marketing strategies and creative approaches.
- How the study was implemented.
- How the effectiveness of the study was evaluated.

III. PROPOSAL FORMAT AND REQUIRED DOCUMENTS, CONTINUED

REFERENCES

Bidders must provide a list of at least four (4) clients or employers who have received similar services from the Bidder or the Bidder's personnel or subcontractors, during the last three (3) years by completing Attachment 4, "Customer References". Such services should be of comparable complexity to the services requested in this RFP. Complete one customer reference form for each company.

All references must include the name and telephone number of a contact person with the contacting organization. These individuals, as well as others, may be contacted by the Commission when reviewing the submitted proposals. Final evaluations filed with the State on Bidder's past contract performance may be reviewed; therefore, the Bidder may wish to discuss any disagreements he/she has with those evaluations.

VOLUME 2—COST

COST SUMMARY LETTER

The RFP response shall state the bidder's costs for carrying out the project as outlined during the period of the contract. The costs must be displayed using a cost cover letter on the organization's letterhead.

GENERAL REQUIREMENTS

The Contractor must submit information on all the Exhibit B Budget forms and will be deemed the equivalent of a formal bid submission under the Public Contract Code. Rates and personnel shown must reflect rates and personnel you would charge if you were chosen as the contractor for this RFP.

The total cost for each task shall include all costs and expenses incurred by the contractor and subcontractors, if any. There will be no additional payments of any kind. In order to show how Bidders calculated task cost, Bidders must provide a detailed budget for each task listed in Exhibits B-1 through B-5 for this project, so the Energy Commission can evaluate reasonableness of task budget. However, the contract will include only the Contract Task Budget Summary, not rates.

Provide a detailed budget for each task and product for this project. Describe how you will minimize travel costs (if located out of Sacramento region). Provide the total cost of the project, with a breakdown showing how the cost was determined and method of payment. Dedicated word processing and other clerical support hours to be provided by clerical staff must be shown separately from hours calculated for project management, research, and other professional work.

III. PROPOSAL FORMAT AND REQUIRED DOCUMENTS, CONTINUED

The Contractor shall be reimbursed for each task in the work statement in accordance with the provisions of the contract budget. Costs must be incurred within the term of the contract. The Commission will accept a Federal Government audit of general and administrative, overhead, and labor rates. Proof must be provided in the proposal to support your rates. **When preparing these forms, be sure to take into consideration the length of the project and take into account increases in salaries and wages, general and administrative, overhead, etc.**

The rates quoted in the Cost Proposal will become a part of the final contract and will not be changed during the term of the contract. The entire term of the contract and projected rate increases must be considered when preparing the budget. The hourly rates bid are considered capped and shall not change during the term of the contract.

Bidders should note that in addition to names and hourly rates presented in the cost Proposal, the technical qualifications must contain the resumes of all individuals. Individual names, corresponding hourly rates, and proposed hours will be struck from the cost Proposal for resumes missing in the technical qualifications.

The following is a list of items that must be included in your project cost:

- Bidder's Direct Labor - List name, classification, and rate per hour and number of hours by task.
- Subcontractors/Consultants – Name, Technical Specialty, rate per hour/day, and number of hours/day by task.
- Travel and per diem - Identify destinations, number of trips, and cost per trip. Travel expenses incurred will be reimbursed at no more than the State per diem rates for non-represented State employees, and must be included in the Bidder's cost. Receipts for lodging are required and subject to the Commission Contract Manager's approval.
- Supplies/Equipment costs specifying equipment to be bought and the disposition of equipment at the end of the contract.
- Information Technology - Cost for machine time – such as cost of computer use (batch mode or time-share) and data entry. Unallowable Costs: expenditures for computers, computer equipment – purchased or leased, software – purchased or leased, and application-development services.
- Fringe benefit costs citing actual benefits or a percentage of personal services costs.
- Overhead Rate - List basis of application and all items charged in overhead
- General and Administrative - List basis of application
- Fee (not allowed on subcontractors invoices)
- Identify any Disabled Veteran Business Enterprise by task and dollar amount.
- Other specific breakdown required.

CONTRACT TASK BUDGET SUMMARY, B-1

These are the total project costs by task, and will be used in the final contract.

III. PROPOSAL FORMAT AND REQUIRED DOCUMENTS, CONTINUED

SCHEDULE OF DELIVERABLES AND DUE DATES, B-2

For each task, insert the planned start and completion dates. Programs awarded under this RFP are currently planned to start no earlier than December 1, 2004. Thus, pick a start date of December 1 or later, and fill in the remaining dates, accordingly.

CALCULATION OF FRINGE BENEFITS, OVERHEAD, GENERAL ADMINISTRATIVE EXPENSES, AND PROFIT RATES, B-3

Using Exhibit B-3, provide overhead, G&A and profit rates (%). Different types of overhead (e.g., direct overhead and indirect overhead) may be combined in a single column if they are applied to the same items. Profit cannot exceed 10%. Change the column headings, if appropriate, to match your chart of accounts.

List items you include in each category (Fringe Benefits, Overhead, and G&A).

Show the formulas you use to calculate billable charges for the columns listed in the detailed Budget sheets. The Prime Contractor may not apply profit to subcontractor invoices, nor may subcontractors apply profit to sub-subcontractor invoices.

DIRECT LABOR BY TASK, B-4

In the first column, "Names/Job Classification - Title," list the names of people who will be conducting the work under this Agreement. If the names are not known, then list the job classification or title (e.g., Graduate Student).

Insert the amount of Commission funds budgeted per task for each of the Names/Job Classifications listed.

TRAVEL, EQUIPMENT LIST, MATERIALS LIST, AND MISCELLANEOUS EXPENDITURES, B-5

The Contractor and all Subcontractors must provide details of "Travel," "Equipment," "Materials," and "Miscellaneous," listed in Exhibit B-6. Task numbers must be entered for all items on each table. Include any meetings, and the final meeting. Also include any other trips that you can identify. Any trips not identified here will need prior written approval by the Commission Contract Manager. Along with the purpose, include the destination, person or people taking the trip, and the amount for each trip.

EQUIPMENT

List equipment that will be purchased partly or in full with Commission funds. Include the name, a description, the purpose and the amount of each piece of equipment. Anything that costs

III. PROPOSAL FORMAT AND REQUIRED DOCUMENTS, CONTINUED

more than \$5,000 and has a useful life of more than 1 year is considered equipment. If possible, funds other than those from the Commission should be used to purchase equipment. Equipment purchased partly or fully with Commission funds will be listed on a UCC.1 form that will be filled out by a Commission Contracts Office prior to the start of the Agreement.

CONTRACT PAYMENTS

The Bidder is required to provide, as part of the proposal response, Exhibit B-1 through B-5 specifying the tasks and deliverables upon which payments will be based. The Bidder must describe in the tasks to be performed, the associated deliverables that will be provided, and the cost for each task. The tasks and deliverables must correspond to the Project Tasks and Deliverables required under the Work Statement.

Payment for this contract will be made upon satisfactory completion and submission of a task deliverable. In computing the amount of any payment, the Commission Contract Manager shall determine, after receiving an undisputed invoice, what the Contractor has earned during the period for which payment is being made, based on deliverables received and/or satisfactory services rendered. In consideration for the contract work, the Commission may make payments on the following conditions:

1. No payment in advance of services rendered, and not more frequently than one payment a month.
2. Receipt of a deliverable and progress report.
3. Approval of the deliverable or progress report by the Commission Contract Manager.

V. Administration

WHAT IS AN RFP?

The competitive method used for this procurement of services is a Request for Proposal (RFP). A Proposal submitted in response to this RFP will be scored and ranked based on the criteria in Exhibit A. Every Technical Proposal must establish in writing the Bidder's ability to perform the RFP tasks listed in the Work Statement. The Commission will contract with the Bidder who satisfies the administrative requirements, and technical criteria. Passing proposals will be ranked in order by the total number of tires tested for rolling resistance.

HOW ARE KEY WORDS DEFINED?

Important definitions for this RFP are presented below:

Word/Term	Definition
State	State of California
DGS	Department of General Services
Commission	California Energy Commission
RFP	Request for Proposal, this entire document
Proposal	Formal written response to this document from contractor
Bidder	Respondent to this RFP

CONTRACTOR DEFINITION

The Contractor is defined as the firm that receives the contract for specific tasks from the Commission as a result of this RFP and shall be referred to as the "Contractor" in this RFP. The Contractor has primary and legal responsibility for all of the work within the Work Statement, is an expert in all of the management and administration areas, may be an expert in one or more of the task areas, and manages the work of the entire contract team.

SUBCONTRACTOR DEFINITION

A subcontractor is defined as a firm or individual expert or consultant with financial/technical expertise to supplement the Contractor's expertise. The Contractor in conjunction with the subcontractor team is referred to as the contractor team. The Commission reserves the right to use some or all of the subcontractors belonging to the contractor team, and to remove, approve and/or designate additional subcontractors during the contract term.

WHEN IS THE DEADLINE FOR QUESTIONS ABOUT THIS RFP?

Potential Bidders may ask questions about the requirements of this RFP. Bidders must prepare their questions in writing and send or FAX them to the Contact Person. Questions will be answered in writing and distributed to recipients of the RFP. **The deadline for written questions is August 17, 2004.**

IV. Administrative Requirements, Continued

WHAT IS THE DEADLINE FOR SUBMITTING PROPOSALS?

All copies of your proposal must be delivered to the Commission Contract Office by **September 17, 2004, 5:00 p.m.**

NOTE

In accordance with Public Contract Code 10344, the Commission will **not** accept late Proposals (delivered after 5:00 p.m.). There are no exceptions to this law.

HOW DO I DELIVER MY PROPOSAL?

A Bidder may deliver a Proposal by:

- U. S. Mail;
- In person; or
- Messenger service.

All Proposals must be **delivered** to the Commission's Contracts Office by 5:00 p.m. on September 17, 2004. If a Bidder chooses either of the last two methods, delivery of all copies prior to 5:00 p.m. on September 17, 2004, must be made during normal business hours of 8:00 a.m. – 5:00 p.m., Monday through Friday. E-mail and facsimile (FAX) transmissions **WILL NOT** be accepted in whole or in part under any circumstances.

WHERE DO I DELIVER MY PROPOSAL?

California Energy Commission
1516 Ninth Street, 1st Floor
Contracts Office, MS-18
Sacramento, California 95814

HOW MANY COPIES DO I SUBMIT?

Mail or deliver an **original Proposal and six (6) copies** to the address given above. The Bidder must submit the copies in two separately sealed envelopes labeled Volume 1, Technical Proposal and Volume 2, Cost for Request for Proposal #600-04-601.

ARE THERE IMPORTANT ADMINISTRATIVE DETAILS I SHOULD KNOW?

Bidders' Cost

The Bidder is responsible for the cost of developing a proposal, and this cost cannot be charged to the State.

Drug-Free Workplace

The successful Bidder(s), by signing the final contract, certifies compliance with California Government Code Section 8350 et seq., which relates to providing a drug-free workplace.

IV. Administrative Requirements, Continued

Americans With Disabilities Act

The successful Bidder(s), by signing the final contract, certifies compliance with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. 12101 et seq.) which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

Recycled Paper and Products

The successful Bidder(s) shall certify in writing the minimum, if not exact, percentage of recycled content of paper used in the performance of the contract, regardless of whether the product meets the required recycled product percentage defined in Section 12161 and 12200. The successful Bidder(s) may certify that the product contains zero recycled content. (PCC § 10308.5).

IS DISABLED VETERAN BUSINESS ENTERPRISES (DVBE) COMPLIANCE REQUIRED?

Yes. A Short Explanation of the DVBE Process – If you are a non-governmental entity, you must have either three percent DBVE participation, **or** you must demonstrate a good faith effort to obtain DVBE participation. It is important that you thoroughly read the instructions provided on DVBE Form 3. The DVBE compliance process is as follows:

Option A – Commitment to full DVBE Participation – For a Bidder who is a DVBE or who is able to meet the commitment to use identified DVBE(s) to fulfill the full DVBE participation goal.

Option B – Good Faith Effort – For a Bidder documenting its completed effort, made prior to the Bid due date, to obtain DVBE participation that may result in partial or no DVBE participation.

WHAT IS THE REQUIREMENT FOR “COMMERCIALLY USEFUL FUNCTION” FOR CERTIFIED SMALL BUSINESS, MICROBUSINESS OR DVBE?

A certified small business or microbusiness, or certified DVBE shall provide goods or services that contribute to the fulfillment of the contract requirements by performing a **commercially useful function**.

A certified small business, microbusiness or DVBE is deemed to perform a **commercially useful function** if it does all of the following:

1. Is responsible for the execution of a distinct element of the work of the contract.
2. Carries out its obligation by actually performing, managing, or supervising the work involved.
3. Performs work that is normal for its business services and functions.
4. Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.

A contractor, subcontractor, or supplier will not be considered to perform a **commercially useful function** if the contractor's, subcontractor's, or supplier's role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of small business, microbusiness or DVBE participation.

IV. Administrative Requirements, Continued

WILL THE SMALL/MICRO BUSINESS PREFERENCE BE APPLIED?

Yes. Each Bidder who is a State certified small/micro business will receive a cost preference of five percent of the lowest cost or price offered by the lowest responsible Bidder who is not a certified small/micro business, by deducting this five percent from the small/micro business Bidder's cost, for the purpose of comparing costs for all Bidders.

CAN I USE SUB-CONTRACTORS?

Yes. Any subcontractors the Bidder chooses to use in fulfilling the requirements of this RFP, that are expected to receive more than ten percent (10%) of the value of the contract, must also meet all administrative and technical requirements of this RFP. The Bidder must provide a summary of each subcontractor's qualifications, including DVBE firms, experience and duties that would be performed under the Work Statement.

Also, for all DVBE firms regardless of the amount they receive, the Bidder must provide a summary of the DVBE's qualifications, experience and duties that would be performed under the Work Statement. The summary shall contain the information requested in, and format required by, Section IV. DVBE cost information must also be included in the Cost Proposal.

The Contractor is responsible for the quality of all subcontractor work, and may only replace subcontractors as specified under the terms of the contract.

HOW DO I RESPOND TO THIS RFP?

Responses to this solicitation will be in the form of a Technical and Cost Proposal according to the format described in Section IV. The Technical Proposal shall document the Bidder's experience, qualifications, project organization and approach to perform the tasks described in the Work Statement found in Section III, and the Cost Proposal shall detail the Bidder's budget to perform such tasks.

CAN THE COMMISSION CANCEL THIS RFP?

Yes, if it is in the State's best interest, the Commission reserves the right to do any of the following:

- Cancel this RFP;
- Amend this RFP as needed; or
- Reject any or all Proposals received in response to this RFP

CAN THE COMMISSION AMEND THIS RFP?

If the RFP must be amended, the Commission will mail a formal written addendum to all parties who requested the RFP and will also post it on the Commission's Web Site <www.energy.ca.gov/contracts> and Department of General Services' Web Site <www.dgs.ca.gov/cscr>.

IV. Administrative Requirements, Continued

Errors

If a Bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, the Bidder shall immediately notify the Commission of such error in writing and request modification or clarification of the document. Clarifications will be given by written notice of all parties who requested the RFP, without divulging the source of the request for clarification. The Commission shall not be responsible for failure to correct errors.

WHAT ARE THE CONTRACT REQUIREMENTS?

It is the Bidder's responsibility to read and understand the sample contract terms and conditions, Attachment B.

Term of the Contract

The term of the contract will be December 1, 2004, to June 6, 2006.

RFP in Final Contract

The content of this RFP shall be incorporated by reference into the final contract.

Contract Cancellation

The Commission reserves the right to terminate any contract awarded through this RFP by providing 30-days notice to the successful Bidder.

No Contract Until Signed & Approved

No agreement between the Commission and the successful Bidder is in effect until the contract is signed by the Contractor, approved at a Commission Business Meeting, and approved by the Department of General Services.

Contract Amendment

The contract executed as a result of this RFP will be able to be amended by mutual consent of the Commission and the Contractor. The contract may require amendment as a result of project review, changes and additions, changes in project scope, or availability of funding.

Audit

The Bureau of State Audits may audit a contract awarded under this RFP for a period of three years after the final payment or termination of the contract.

WHAT IF I DECIDE TO MODIFY OR WITHDRAW MY PROPOSAL?

A Bidder may, by letter to the Contact Person at the Commission, withdraw or modify a submitted Proposal before September 17, 2004, at 5:00 p.m. Proposals cannot be changed after that date and time. A Bidder cannot withdraw after that date for Proposals without the concurrence of the Commission. A Proposal cannot be "timed" to expire on a specific date. For example, a statement such as the following is non-responsive to the RFP: "This proposal and the cost estimate are valid for 60 days."

IV. Administrative Requirements, Continued

CAN MY PROPOSAL CONTAIN CONFIDENTIAL INFORMATION?

No. The Commission will not accept or retain any Proposals that are marked confidential in their entirety and Bidders are strongly discouraged from requesting confidential treatment for any of the information contained in a submittal.

HOW DO I KNOW IF I'VE BEEN AWARDED A CONTRACT?

Subsequent to the Proposal evaluations, the Commission will post a "Notice of Proposed Award" at the Commission's headquarters in Sacramento, and on the Commission's Web Site, on or about October 1, 2004, after 12:00 noon at:

California Energy Commission
Contracts Office
1516 Ninth Street, MS-18
Sacramento, CA 95814

A contract will be awarded to the Bidder who satisfies all the administrative and technical requirements and who provides

WHAT HAPPENS TO MY DOCUMENTS?

On the Notice of Proposed Award date all proposals and related material, with the exception of work examples, submitted in response to this RFP become a part of the public record and are available for public disclosure. Bidders who want any work examples they submitted with their proposals returned to them shall provide either sufficient postage, or a U.P.S. or Courier Charge Code. If adequate postage or a charge code is not provided for as mentioned above the documents will be destroyed.

NONDISCRIMINATION CERTIFICATION

Any bid, proposal, or offer for a contract which is submitted by a contractor who has been decertified from contracting with the State by the Department of Fair Employment and Housing (DFEH), shall be deemed to be non-responsive. Refer to the California Notice Register for a list of decertified contractors. (Published by the Office of Administrative Law and available through the Office of State Printing).

COMMISSION ISSUED RFP

The California Energy Commission has issued this RFP on behalf of the State of California. The Commission is the sole point of contact concerning this RFP. The Contact Person for questions is:

ELIZABETH STONE, CONTRACT OFFICER
Telephone: (916) 654-5125
FAX: (916) 654-4423

IV. Administrative Requirements, Continued

BIDDERS' ADMONISHMENT

This RFP contains the instructions governing the requirements for a firm quotation to be submitted by interested Bidders, the format in which the technical information is to be submitted, the material to be included, the requirements which must be met to be eligible for consideration, and Bidder responsibilities. Bidders must take the responsibility to carefully read the entire RFP, ask appropriate questions in a timely manner, submit all required responses in a complete manner by the required date and time, make sure that all procedures and requirements of the RFP are followed and appropriately addressed, and carefully reread the entire RFP before submitting a proposal.

ON WHAT GROUNDS WOULD MY PROPOSAL BE REJECTED?

A Proposal shall be rejected if:

- It is received after the exact time and date set for receipt of Proposal's pursuant to Public Contract Code, Section 10344.
- It is considered non-responsive to the California Disabled Veteran Business Enterprise participation requirements.
- It is lacking a properly executed Certification Clauses, Attachment 3.
- It contains false or intentionally misleading statements or references which do not support an attribute or condition contended by the Bidder.
- The Proposal is intended to erroneously and fallaciously mislead the State in its evaluation of the Proposal and the attribute, condition, or capability is a requirement of this RFP.
- There is a conflict of interest as contained in Public Contract Code Sections 10410, 10411 and/or 10365.5.

A Proposal may be rejected if:

- It is not prepared in the mandatory format described.
- It is unsigned.
- The firm or individual has submitted multiple proposals for each task.
- It does not literally comply or contains caveats that conflict with the RFP and the variation or deviation is not material, or it is otherwise non-responsive.
- The Commission may waive any immaterial defect or deviation contained in a Bidder's proposal. The Commission's waiver shall in no way modify the proposal or excuse the successful Bidder from full compliance.

WHAT ARE THE PROTEST PROCEDURES?

A Bidder may file a protest against the proposed awarding of a contract. Once a protest has been filed, contracts will not be awarded until either the protest is withdrawn, or the Commission cancels the RFP, or the Department of General Services decides the matter.

Please note the following:

IV. Administrative Requirements, Continued

- Protests are limited to the grounds contained in the California Public Contract Code Section 10378.
- During the five working days that the Notice of Proposed Award (NOPA) is posted, protests must be filed with the DGS Legal Office and the Commission Contracts Office.
- Within five days after filing the protest, the protesting Bidder must file with the DGS and the Commission Contracts Office a full and complete written statement specifying the grounds for the protest.
- If the protest is not withdrawn or the solicitation is not canceled, DGS will decide the matter. There may be a formal hearing conducted by a DGS hearing officer or there may be briefs prepared by the Bidder and the Commission for the DGS hearing officer consideration.

V. Evaluation

ABOUT THIS SECTION

This section explains how the proposals will be evaluated. It describes the evaluation stages, preference points, and scoring of all proposals. A Bidder's proposal will be evaluated and scored based on its response to information requested in Sections II and III.

During the evaluation and selection process, the Commission may interview a Bidder for the purpose of clarification and verification of information provided in the proposal.

HOW WILL MY PROPOSAL BE EVALUATED?

To analyze all Proposals, the Commission will organize an Evaluation Committee whose members have expertise in evaluating consulting services. The Proposals will be analyzed in three stages:

Stage One: Fulfillment of RFP Mandatory Format

The Contracts Office will first identify those Bidders whose Proposals adhere to the required format outlined in Section III; Bidders who do not follow the required format or submit the required forms will be disqualified and eliminated from the competition.

Stage Two: Evaluation of Proposals

The Evaluation Committee will then evaluate and score all remaining Proposals based on the Evaluation Criteria Worksheet, Exhibit A. The Committee may, at its discretion, seek clarification of any point in the written technical proposal through a conference call with the affected Bidder. Proposals not attaining a score of 80 percent of the total possible points in each section will be eliminated from further competition. After the technical evaluation, those Bidders who pass the minimum required technical score of 360 points (80%) may be scheduled for an interview by the Committee. **Those Bidders not meeting the minimum technical score of 360 points will not be interviewed.**

Stage Three: Cost Proposal

Those proposals that pass the minimum technical points will have their cost proposal opened. The Small Business Preference will be applied, if applicable.

The contract will be awarded to the Bidder who met the minimum technical and administrative requirements and who has the lowest Final Cost when the Small Business preference (if applicable) is applied.

VI. Evaluation Criteria, Continued

DO SMALL BUSINESSES GET EXTRA POINTS?

Yes. Each Bidder who is a State certified small business will receive a cost preference of five percent of the lowest cost or price offered by the lowest responsible Bidder who is not a certified small business, by deducting this five percent from the small business bidder's cost, for the purpose of comparing cost proposals of all bidders.

HOW WILL MY PROPOSAL BE SCORED?

The Evaluation Committee will award points based on the following considerations. The point calculations reflect the averages of the combined scores of all Evaluation Committee members.

Fail (0 points)

Zero points are awarded for responses considered to be unacceptable, such as:

- Is not in substantial accord with the RFP requirements;
- Has a potential significant effect on the amount paid or net cost to the State or the quality or quantity of product and/or service;
- Provides an advantage to one competitor over the other competitors, for example, not paying minimum wages.

Minimally Acceptable (1-3 points) Below average response, such as:

- The proposal states a requirement, but offers no explanation of how or what will be accomplished;
- The response contains a technical deficiency which is an inaccurate statement or reference concerning the how, what, where, or when, which is part of an overall statement or description.

Meets Minimum Requirements (4-6 points) Average response, such as:

- Satisfies the minimum requirements and describes generally how and/or what will be accomplished.

VI. Evaluation Criteria, Continued

Exceeds Minimum Requirements (7-9 points) Above average response, such as:

- Satisfies the minimum requirements and specifically describes how and/or what will be accomplished in an exemplary manner, using sample products and illustrative materials (i.e., diagrams, charts, graphs, etc.).

Exceptional (10 points) Superior response, such as:

Exceeds the minimum requirements and specifically describes how and/or what will be accomplished both quantitatively and qualitatively, using sample products and illustrative materials (i.e., diagrams, charts, graphs, etc.).

CRITERIA AND POINTS

The Evaluation Committee will review and evaluate the Proposals and interviews based on the Evaluation Criteria Worksheet. See Exhibit A.

EXHIBIT A

Evaluation Criteria Worksheet

Firm Name:	Evaluator Name:
------------	-----------------

Note: Proposals will be first reviewed based on criteria of Section 1, and a passing score must be established before the competitive review of the second section will occur.

Criteria		Weight Factors	X	Points (0-10)	Weighted Score
1. EXPERIENCE, QUALIFICATIONS AND SOUNDNESS OF BIDDER (200 Points)					
a.	General expertise of bidder (without reliance on subcontractors) in the area of tire engineering technology.	5.0			
b.	Overall years of experience of bidder with testing tires for specific attributes such as rolling resistance, performance, speed and safety (minimum of 3 years expected). Familiarity of factors that affect tire rolling resistance including tire design, model, vehicle condition, road surface conditions, etc.	5.0			
c.	Specific experience bidder can cite of completing similar tests or studies as described in this RFP. Any expertise in performing tire testing for other governmental agencies or non-tire manufacturing private entities.	3.0			
d.	Objectivity of bidder when comparing tires from a variety of tire manufacturers (i.e., can bidder demonstrate independence from any affiliations with specific tire companies?).	2.0			
e.	Availability/access of laboratory facilities and specific hardware needed for performing rolling resistance tests as specified.	3.0			
f.	Financial soundness and reliability of the bidder as a viable and stable business entity that can fulfill the required elements of the contract without uncertainty.	2.0			
SECTION 1 SUBTOTAL					
<i>Minimum Score Required to Pass Section 1 is 80% (160 Points of Possible 200)</i>					

Note: Scoring on this second part will only occur if bidder has passed first section

2. TECHNICAL MERIT AND CONTENT: APPROACH AND METHODOLOGY (250 Points)					
a.	Understanding the objectives of the primary tasks.	4.0			
b.	Project organization, appropriateness of staffing, availability of requisite expertise.	3.0			
c.	Overall approach to Task 2. Bidder demonstrates an understanding of SAE testing protocols and shows an ability to accurately compare results.	4.0			
d.	Overall approach to Tasks 3 and 4. Bidder provides a plan for selecting the recommended vehicle types and tire models, including estimated number of tires to be tested, and describes how procedures for quality control will be determined.	4.0			
e.	Overall approach to Tasks 5 and 6. Bidder provides a plan for selecting tire samples, including estimated number of tires to be tested, and demonstrates an understanding of possible tests of longevity, safety and under-inflated tires.	4.0			
h.	Overall approach to Task 7. Bidder submits a rational plan of action for recycling study.	3.0			
i.	Overall approach to Task 8. Bidder clearly and comprehensively explains their approach to preparing the final analysis on the relationship of tire rolling resistance to a variety of factors as specified in the RFP.	3.0			

SECTION 2 SUBTOTAL		
<i>Minimum Score Required to Pass Section 2 is 80% (200 Points of Possible 250)</i>		
FINAL SCORING		
Section 1 Score		
Section 2 Score		
TOTAL SCORE		
Total Minimum Points Required to Pass		360
Total Possible Points		450

Note: Those proposals not attaining a minimum score of 80 percent of the total possible points in each Section above (1 and 2) will be eliminated from further competition.

Exhibit B-1
Contract Task Budget Summary

Task Number	Task Name	Task Deliverables	Cost \$
1.0	Contract Management	Progress Reports	
		Final Meeting	
2.0	Selection of Testing Protocol	Report on SAE Tests for Rolling Resistance	
3.0	Plan to Test Tires for Rolling Resistance	Tire Testing Plan	
4.0	Rolling Resistance Testing	Rolling Resistance Test Results	
5.0	Plan to Compare Low to High Rolling Resistance Tires	Plan to Compare Low to High Rolling Resistance Tires	
6.0	Comparison Test of Low to High Rolling Resistance Tires	Test Results of Low to High Rolling Resistance Comparison	
7.0	Tire Recycling Study	Report on the Relationship of Low Rolling Resistance to Tire Recycling	
8.0	Results Analysis Report	Draft Report	
		Final Report	

Exhibit B-2
Schedule of Deliverables and Due Dates

[illegible]

Exhibit B-3

Contractor's Calculation of Fringe Benefits, Overhead, General Administrative Expenses, and Profit Rates*

Insert Name of Company or Organization

Rates (percentages) for time intervals from the start of the project through 2007.				Fringe Benefits (FB)	Overhead (OH)	General & Administrative (GA)	Profit (P) (10% Max)
From:		To:		%	%	%	%
From:		To:		%	%	%	%
From:		To:		%	%	%	%
From:		To:		%	%	%	%
From:		To:		%	%	%	%
From:		To:		%	%	%	%

	Fringe Benefits	Overhead (Direct & Indirect)	General & Administrative
List items you include in each category (Fringe Benefits, Overhead, and G&A) Some examples include: vacation, retirement plan, telephone, secretarial, rent/lease, insurance, etc.			

Expense Items in the Budget Spreadsheets	Provide Formulas for Calculating Fully-Burdened Invoicing ** example only: $DL \times (1 + OH + GA + P)$	Show the Total %
Direct labor (DL)		
Fringe benefits (FB)		
Travel (TR)		
Equipment (EQ)		
Materials (MAT)		
Miscellaneous (MIS)		
Subcontractors (SUB) ***		

***When preparing the Exhibit B budget forms, list your rates (hourly rates, directs and indirects, etc.) for the entire term of the Agreement. Projected rates are acceptable and expected, average rates are not acceptable.**

** Provide additional formulas for each expense item if they will change over the duration of the project.

*** Prime Contractor profit not allowed on Subcontractor invoices.

Exhibit B-4
Labor By Task

[illegible]

Exhibit B-5

Travel, Equipment List, Materials List, and Miscellaneous Expenditures

Pre-approved Travel List				
Task No.	Trip Purpose	Destination	Who	Amount

Equipment				
Task No.	Name of Equip.	Description	Purpose	Amount
1.3	Shipping			

Exhibit B-5

Travel, Equipment List, Materials List, and Miscellaneous Expenditures

Material(s)		
Task No.	Descriptions of Material(s)	Amount

Miscellaneous Expenditures		
Task No.	Descriptions of Expenditures	Amount

ATTACHMENT 1

STATE OF CALIFORNIA

CALIFORNIA ENERGY COMMISSION
Contracts Office

CONTRACTOR STATUS FORM

Contractor's Name _____

County _____

Address _____

Federal Employer ID

Phone

FAX

STATUS OF CONTRACTOR PROPOSING TO DO BUSINESS

☐ Individual

☐ Limited Partnership

☐ General Partnership

☐ Corporation

☐ Other

INDIVIDUAL

If a sole proprietorship, state the true name of sole proprietor:

PARTNERSHIP

If a partnership, list each partner, including limited partners, stating their true name and their interest in the partnership:

CORPORATION

If a corporation, place and date of incorporation: _____

Date corporation was authorized by Sect. of State: _____

President: _____

Vice President: _____

Secretary: _____

Treasurer: _____

Agent for service of process and address if different from above:

OTHER

Explain:

SMALL BUSINESS PREFERENCE

Are you claiming preference as a small business?

☐ YES - Attach approval letter from Office of Small and Minority Business.

☐ NO

Date you filed for small business preference: _____ Your small business ID number: _____

NOTE: This form must be completed or your proposal may be rejected.

ATTACHMENT 2.1

SMALL BUSINESS AND DVBE CERTIFICATION INSTRUCTIONS, AND F.A.Q.'S

Please Read These Instructions Carefully

Public Contract Code Section 10115 et seq. Establishes a contract participation goal of at least three percent (3%) for disabled veteran business enterprise (DVBE). This goal applies to a state agency's overall contracting program. State agencies have the discretion to apply the DVBE participation goal to individual contracts. DVBE participation requirements are included for this RFP. This solicitation attachment provides program information and bidder responsibilities for the DVBE Participation Program. Bidders must meet DVBE Participation Program requirements to be viewed as a responsive bidder and considered for contract award. Failure to submit a complete response may result in a non-responsive determination, in which case the Proposal will be rejected.

For Proposal response assistance, please contact the contracting official below:

Elizabeth Stone
California Energy Commission
1516 9th Street, MS-18
Sacramento, CA 95814
(916) 654-5125
(916) 654-4423 (fax)
estone@energy.state.ca.us

The Office of Small Business and DVBE Certification (OSDC) offers program information and may be reached at:

Department of General Services
Office of Small Business and DVBE Certification
707 3rd Street, 1st Floor, Room 400
West Sacramento, CA 95605
Homepage: <http://www.dgs.ca.gov/osbcr>
Receptionist: (916) 375-4940 or (800) 559-5529
24-Hour Recording and Mail Request, call (916) 322-5060
Fax: (916) 375-4050

DVBE PARTICIPATION PROGRAM COMPLIANCE OPTIONS

Before you begin to prepare your proposal response, you will need to determine which option you will use and document to meet DVBE Participation Program requirements.

See pages 18-19 of this RFP for information on the correct forms to fill out for DVBE compliance, or instructions for making a Good Faith Effort.

The OSCD address and phone for Small Business Preference and DVBE information is:

Department Of General Services
Office of Small Business and DVBE Certification
707 Third Street, 1st Floor, Rm 400
West Sacramento, CA 95798-9052
Phone No.: (800) 559-5529 (916) 375-4940

Small Business Certification

In order to receive Small Business Preference, Bidder must either be certified by the State Department of General Services, Office of Small Business and DVBE Certification (OSDC) as a small business, or be self-certified pursuant to the Federal Government.

DVBE Certification

- o Each DVBE firm listed on Attachment 2.3 must be formally certified as a DVBE by OSDC. The DVBE program is not a self-certification program. DVBE certification must be approved by OSDC by the notice of award date of the contract to be counted in meeting participation goals.
- o A copy of the certification letter approved by, or a copy of the certification form submitted to OSDC must be included in the proposal package.

To qualify as a DVBE, the DVBE must:

- 1) Be a California resident;
- 2) Own 51% of the firm and meet the requirements: in 3) and 4) below.
- 3) Provide to the OSDC, by no later than 5:00 p.m. on the date on which the proposal is due, an Award of Entitlement from the United States Department of Veterans Affairs or the United States Department of Defense, issued within 6 months of the date on which certification is sought, which would certify or declare the existence of a service-connected disability, of at least 10 percent, at the time of application for or renewal of certification as a DVBE, and
- 4) Meet all requirements set forth in Article 6 (commencing with Section 999) of Chapter 6, Division 4 of the California Military code.

The Internet addresses are:

OSDC Homepage: <http://www.pd.dgs.ca.gov/DVBE>

This internet site provides general information about the DVBE program and certification process.

DVBE list: <http://www.pd.dgs.ca.gov/resource.pdf>

OSDC maintains a list of certified DVBEs. The list is separated into three main subject areas: Commodities, Construction, and Services. Within each subject area, there are more specific areas of expertise. The Energy Commission does not have separate DVBE lists.

ANSWERS TO FREQUENTLY ASKED QUESTIONS

The following questions are among the most frequently asked regarding DVBE requirements:

Q: If I am awarded the contract, either with partial or full goal attainment documented, am I required to use the subcontractor/supplier proposed in my proposal?

A: Yes, unless you have requested and received substitution approval from the Commission. Written requests should include:

- The person's or firm's NAME to be substituted,
- The substitution reason,
- The reason a non-DVBE subcontractor is proposed, if applicable,

- Describe the business to be substituted including its business status as a sole proprietorship, partnership, corporation or other entity, and
- The certification status of the firm, if any.

See California Code of Regulations Section 1896.64 © & (d) for substitution criteria.

The request and the Commission's approval or disapproval is not construed as an excuse for noncompliance with any other provision of the law, including but not limited to the Subletting and Subcontracting Fair Practices Act or any other contract requirements relating to substitution of subcontractors. Failure to adhere to at least the DVBE participation proposed by the successful contractor may be cause for contract termination and recovery of damages under the rights and remedies due the State for default section of the contract(s) and any other penalties provided for by statute.

Q: Who notifies the subcontractor when an award is made?

A: Upon award to a prime contractor, the Commission notifies listed subcontractors of their contract participation. Primes are encouraged to notify their listed subcontractors immediately after an award is made to formalize their business agreements.

Q: What happens to proposals considered non-responsive to the DVBE Participation Program requirements?

A: Non-responsive proposals are rejected. Many are rejected because of:

- Incomplete documentation
- Documentation not received by bid due date
- Mathematical error related to the percentages
- Basing goal attainment on workforce composition

Q: If I am a disabled veteran business enterprise, can I meet the 3% contract goal as a single company?

A: Yes

Q: If my submitted proposal meets the contract goal and the Commission decides to make multiple awards to the contract, could my proposal be considered non-responsive?

A: No, the Commission's decision to make multiple awards will not jeopardize proposal compliance.

ATTACHMENT 2.2

STATE OF CALIFORNIA

CALIFORNIA ENERGY COMMISSION
Contracts Office

**PRIME BIDDER'S CERTIFICATION OF
DISABLED VETERAN-OWNED BUSINESS PARTICIPATION**

See Instructions on Reverse

I hereby certify that I have made a diligent effort to ascertain the facts with regard to the representations made herein and, to the best of my knowledge and belief, each firm set forth in this bid as a disabled veteran business enterprise complies with the relevant definition set forth in Section 1896.62(d) of Title 2, California Code of Regulations hereof.

In making this certification, I am aware of Section 12650 et seq. of the Government Code providing for the imposition of treble damages for making false claims against the State, and Section 10115.10 of the Public Contract Code making it a crime for intentionally making an untrue statement in this certificate.

COMPANY NAME/BIDDER (Please type or print)	RFP #
BIDDER'S SIGNATURE	DATE SIGNED
PRINTED NAME OF PERSON SIGNING	TITLE OF PERSON SIGNING (Business Owner/Chief Executive Officer)

NOTE: *If DVBE participation is proposed, this form must be completed and signed by the bidder or the proposal will be rejected.*

Bidder's Certification of DVBE Participation - Attachment 2.2

If the bidder is proposing to meet the DBVE participation goal, the bidder must sign a certification that each firm listed on Attachment 2.3 meets the legal definition of DVBE and the bidder is aware of the penalties for fraud.

- o Company Name - legal company name of prime bidder.
- o Bidder's Signature - person authorized (CEO) to sign.
- o Printed Name - printed name of person who signed.
- o Title - title of person signing - Business Owner, Chief Executive Officer, Manager.

Only the company (bidder) submitting the proposal must sign this certification.

ATTACHMENT 2.3
RFP 600-04-601

STATE OF CALIFORNIA

CALIFORNIA ENERGY COMMISSION
Contracts Office

LIST OF DISABLED VETERAN OWNED BUSINESS PARTICIPATION

(1) Company Name	(2) Nature of Work	(3) Contracting With	(4) TIER	(5) Claimed 2) DVBE Value %	(6) Certification Letter from OSDC Attached
TOTAL				%	

NOTE: *If proposing participation goals, this form must be completed or your proposal will be rejected. See instructions on reverse of this form of the RFP.*

ATTACHMENT 2.3
RFP #600-04-601

DVBE Participation List – Attachment 2.3

If the participation goals are partially or fully met, Attachment 2.3 must be completed detailing the type of work, the companies (subcontractors and vendors) proposed for DVBE participation, and all other related information.

Col. 1 - DVBE company name - each DVBE company must be certified by or have submitted Attachment 4 (application for DVBE certification) to OSDC by the proposal due date.

Col. 2 - Nature of Work - Type of Expertise, Technology, Service, Supplier, etc.

Col. 3 - Contracting with - Company name that the DVBE company is contracting with. For example, the bidder may be contracting with a company (XYZ, Inc.) who deals with a DVBE. Then XYZ, Inc. would be entered in Column 3.

Col. 4 - Tier - Contracting tier according to the following:

- 0 = Bidder;
- 1 = Primary subcontractor/supplier;
- 2 = Subcontractor/supplier of Level 1 subcontractor/ supplier;
- 3 = Subcontractor/supplier of Level 2 subcontractor/ supplier.

Col. 5 - Claimed DVBE, % value.

Percent of contract dollars committed to the DVBE listed. This percentage is the amount that will be paid to each DVBE company/vendor from the contract funds.

NOTE: This percentage is not the ownership of the company.

Col. 6 - Certification Letter attached.

This column is a checkpoint for you to ensure that all of the DVBE certification letters are in your proposal. If a certification letter is omitted, that DVBE company cannot be counted towards meeting the goals.

DVBE certification approval letter or a copy of the DVBE Application must be included in the proposal. DVBEs must be certified by the time of contract award in order to count in the participation goals.

You must clearly identify in the Work Statement, Tasks & Budget what services will be provided and the costs related to each DVBE.

ATTACHMENT 2.4

RFP 600-04-601

STATE OF CALIFORNIA

CALIFORNIA ENERGY COMMISSION
Contracts Office

DOCUMENTATION OF GOOD FAITH EFFORTS

Section 1. ORGANIZATION CONTACTS

List below the contacts made in an effort to identify potential DVBEs for participation in this contract. Include dates, times (if known), contact names and phone numbers.

Agency	Name	Phone	Date/Time
A. CA Energy Commission		(916) 654-4392	
B. Other State Agencies			
C. DVBE Organizations			

Section 2. ADVERTISING

List the trade papers and DVBE focused papers in which you advertised for participation in this contract. Include the dates of advertisement.

Trade	Ad Date	Publication Name	Copy Attached

NOTE: *If your proposal does not meet the 3% disabled veteran participation goal, this form must be completed to meet "Good Faith Efforts." These are the minimum requirements, therefore failure to fully complete each section of this form will result in rejection of the proposal as nonresponsive.*

Attachment 2.4 (Continued)

Section 3. DVBEs CONSIDERED

- A. Attach Solicitation Sample or Phone Conversation.
- B. List DVBEs that you contacted for participation in this contract along with the dates you sent the solicitations or called them.
- C. List DVBEs that you considered for participation in this contract and state the reasons the DVBEs were not selected.

[illegible]

NOTE: *If your proposal does not meet the 3% disabled veteran participation goal, this form must be completed to meet "Good Faith Efforts." These are the minimum requirements. Failure to complete each section of this form will result in rejection of the proposal as nonresponsive.*

ATTACHMENT 2.4 (CONTINUED)
INSTRUCTIONS FOR ATTACHMENT 2.4
DOCUMENTATION OF GOOD FAITH EFFORTS

If a bidder's proposal does not meet the participation goals, then the bidder must document its "good faith effort" to meet the participation goals. The minimum requirements for meeting good faith documentation under the law are CONTAINED in Attachment 2.4, therefore each item in Attachment 2.4 must be accomplished and documented. (Public Contract Code Part 10115.2) **IF THE PROPOSAL DOES NOT MEET THE 3% DVBE PARTICIPATION THEN, FAILURE TO PERFORM, COMPLETE AND SUBMIT ATTACHMENT 2.4 WILL BE CAUSE FOR REJECTION OF THE FINAL PROPOSAL AS NONRESPONSIVE TO THE GOOD FAITH EFFORTS REQUIREMENT.**

Information is available at:

DGS-DVBE Resources Packet – www.pd.dgs.ca.gov/resource.pdf – 916-375-4940, or 800-559-5529
California Energy Commission DVBE handbook – 916-654-4392

Part 1 - **ORGANIZATION CONTACTS**

List each contact by date, time, name, and phone number. Each bidder is required at a minimum to undertake steps A, B, C, and D, and to document all efforts under each step. [Public Contract Code Part 10115.2 (b)]. *The purpose of making each of these contacts is to obtain the resources/contact groups who can refer you to or provide you with lists of DVBEs.*

The DVBE list available from DGS consists of commodities and services (including consultant services).

Part 2 - **ADVERTISING**

Advertising is required as part of the good faith effort documentation.

- o Advertising must be made in at least two publications: one trade (e.g., work being performed in the project and reimbursed by the Commission) and one DVBE focused.
- o Both advertisements must appear not less than 14 calendar days prior to bid proposal submittal date, to allow reasonable time for consideration of DVBEs.
- o The advertisements for DVBE (including names of publications, dates of advertisement and copies of advertisements) must be documented in the bidder's proposal.

NOTE: *General circulation newspapers such as the Los Angeles Times or the Sacramento Bee are not acceptable, since neither one qualifies as a trade or focus publication.*

Part 3 - **DVBE'S RESPONDING AND CONSIDERED**

List and identify each DVBE that was contacted and state the reason why they were not selected. DVBE businesses considered must have appropriate qualifications for the work to be performed in the project.

DVBE participation is not limited to any specific portion of the project work. Participation may be from technical firms, but it may also come from nontechnical firms that are part of your daily business operations such as travel agencies, stationary supplies, delivery companies, etc.

NOTE: *The bidder must make actual contact with DVBEs. Services provided by DBVEs must be a reimbursable item under the project.*

CERTIFICATION CLAUSES
Std. CC (New 3-04)

ATTACHMENT 3
RFP 600-04-601
CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)
2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
 - c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,

CERTIFICATION CLAUSES
Std. CC (New 3-04)

- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)
4. UNION ORGANIZING: Contractor hereby certifies that no request for reimbursement, or payment under this agreement, will seek reimbursement for costs incurred to assist, promote or deter union organizing.
5. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

6. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.
7. SWEATFREE CODE OF CONDUCT:
 - a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor,

CERTIFICATION CLAUSES
Std. CC (New 3-04)

- indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).
8. **DOMESTIC PARTNERS:** Commencing on July 1, 2004 Contractor certifies that it is in compliance with Public Contract Code section 10295.3 with regard to benefits for domestic partners. For any contracts executed or amended, bid packages advertised or made available, or sealed bids received on or after July 1 2004 and prior to January 1, 2007, a contractor may require an employee to pay the costs of providing additional benefits that are offered to comply with PCC 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST:** Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.
- a. Current State Employees (PCC 10410):
- 1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
 - 2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.
- b. Former State Employees (PCC 10411):
- 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

CERTIFICATION CLAUSES

Std. CC (New 3-04)

- 2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC 10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)
3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:
 - a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
 - b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
 - c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.
6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body

CERTIFICATION CLAUSES

Std. CC (New 3-04)

which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

Attachment 4
RFP 600-04-601
CUSTOMER REFERENCES

STATE OF CALIFORNIA

CALIFORNIA ENERGY COMMISSION
CONTRACTS OFFICE

CUSTOMER REFERENCES

ATTACHMENT 4

Provide a minimum of 4 references, use additional pages as needed.

Reference #1

Name of Organization	
Address	
Contact Name	
Contact Title	
Contact Phone Number	
Describe the services and products your firm provided to the organization.	

ATTACHMENT 5

STANDARD AGREEMENT

STD. 213 (NEW 06/03)

AGREEMENT NUMBER 600-04-XXX
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below

STATE AGENCY'S NAME

State Energy Resources Conservation and Development Commission (Commission)

CONTRACTOR'S NAME

2. The term of this Agreement is:

3. The maximum amount of this Agreement is: \$ 400,000.00

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement:

Exhibit A – Scope of Work Pages

Exhibit B – Budget Detail and Payment Provision Pages

Exhibit C* – General Terms and Conditions

Check mark one item below as Exhibit D:

☒ Exhibit D – Special Terms and Conditions (Attached hereto as part of this agreement) Pages

☐ Exhibit D - *Special Terms and Conditions

Exhibit E – Additional Provisions Pages

Exhibit F – Contacts Page

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		California Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		
STATE OF CALIFORNIA		
AGENCY NAME State Energy Resources Conservation and Development Commission (Commission)		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Cheryl Raedel, Contracts Office Manager		
ADDRESS 1516 Ninth Street, Sacramento, CA 95814		

☐ Exempt per:

ATTACHMENT 5

EXHIBIT A

SCOPE OF WORK

PURPOSE

Contractor agrees to provide to the State Energy Resources Conservation and Development Commission (Commission) the services as described herein:

Task 1 REPORTS

A. Progress Reports

The Contractor shall provide monthly progress reports which summarize all contract activities conducted by the Contractor including contract expenditures to date. The progress report is due to the Commission Contract Manager within 15 days after the end of the month and each progress report shall coincide with the invoice period. The Commission Contract Manager will specify the report format and the number of copies to be submitted.

B. Final Reports

Summary

At the conclusion of the contract, the Contractor shall provide a comprehensive final *administrative* report, and a brief summary of the report, to the Commission Contract Manager. The Contractor shall prepare a summary that includes a statement of the problem, methods or techniques to solve the problem, conclusions and any additional follow-up or ongoing recommendations. The summary shall be prepared in language easily understood by the public or laypersons with a limited technical background.

Abstract

The Contractor shall prepare a brief (200 words or less) factual abstract of the most significant information contained in the final report.

Final Technical Report

The contractor shall prepare a draft final report that includes Tasks 3 through Task 7. The final report shall consist of each separate report developed under Tasks 3 to 7. The final report shall be submitted in draft form to the Commission Contract Manager for review and approval. The final report shall include the technical paper and the full project reports. The contractor shall review recommendations for changes to the report with the Commission Contract Manager and incorporate the agreed-upon changes into the final version of the report. The Contractor shall meet with the Commission to present the findings, conclusions, and recommendations prior to the due date of the final technical report.

After approval of the final report by the Commission Contract Manager, the contractor shall deliver, six bound paper copies, and one unbound paper copy of the report to the Commission Contract Manager. The unbound copy shall be single sided and camera ready, with graphics that are readable after photocopying. The contractor shall deliver an electronic copy (CD ROM) of full study text in Microsoft Word TM (version 97) or PDF file (Adobe version 4.0).

- 1) **Meeting** - Contractor shall meet with the Commission Contract Manager to present the findings, conclusions, and recommendations. Both the final meeting and the Final Report must occur on or before the ending term of this Agreement.

ATTACHMENT 5

- 2) **Abstracts** - Contractor shall provide a brief (200 words or less) factual abstract of the most significant information contained in the report.
- 3) **Summary** - The summary shall include a statement of the problem, methods or techniques used to solve the problem, conclusions and any additional follow-up or ongoing recommendations. The summary shall be prepared in language and structure easily understood by members of the public who may have limited technical background.
- 4) **Format**--Final reports and summaries shall be prepared in the following manner:
 - ☐ Camera-ready originals, in black ink, which include originals of oversize material, and ten copies.
 - ☐ Illustrations and graphs sized to 8 1/2 x 11 page.
 - ☐ Contractor's name shall only appear on the cover and title page as follows:

California Energy Commission
Project Title
Contract Number
By (Contractor)

Deliverables and Due Dates:

Monthly Progress Reports

15th of each month
(following reporting period)
July 30, 2005
September 30, 2005

Draft Final
Final due

Task 2

Contractor shall....

Deliverable: List all deliverables

Due date: Month, day, year

ATTACHMENT 5

EXHIBIT B

Budget Detail and Payment Provision

The following clauses may or may not be included, Contract Officer (CO) to decide when developing this Exhibit for each agreement.

1. **INVOICING PROCEDURES:** For services satisfactorily rendered, and upon receipt and approval of the invoices, the Energy Commission agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified in this Exhibit. Contractor's actual rates cannot exceed the rates specified in this Exhibit.

Invoices shall include the Agreement Number and shall be submitted in duplicate not more frequently than monthly in arrears to: *(CO confirm)*

California Energy Commission
Accounting Office, MS-2
1516 9th Street, First Floor
Sacramento, California 95814

2. **BUDGET CONTINGENCY CLAUSE:** It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the work identified in Exhibit A, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either: cancel this Agreement with no liability occurring to the State, or offer an Agreement Amendment to Contractor to reflect the reduced amount.

3. **TRAVEL AND PER DIEM RATES:** Contractor shall be reimbursed for travel and per diem expenses using the same rates provided to non-represented state employees. Contractor may obtain current rates from the Energy Commission Contract Officer. Travel expenses in excess of the state rates cannot be reimbursed.

4. **RETENTION:** The State shall retain from each invoice an amount equal to 10% of that invoice. The retained amount shall be held by the Energy Commission and released to Contractor only upon the Energy Commission's approval that the Contractor has satisfactorily completed all of the required services and the Final Report (if required) has been received and accepted.

If a contract consists of the performance of separate and distinct tasks, then any funds withheld for a particular task may be paid upon completion of that task.

Contractor shall invoice the State for retention withheld by the Energy Commission.

(CO confirm, if no retention is to be held, state so in this clause, also, identify what task(s) retention can be released when the task is complete.)

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5. **PAYMENT TERMS:**

- ☐ *Monthly Flat Rate* ☐ *Quarterly Flat Rate* ☐ *One –Time Payment*
☐ *Itemized Monthly or Quarterly Invoice*
☐ *Advance Payment Not to Exceed \$_____ or _____ % of Contract Amount*
☐ *Reimbursement/Revenue*
☐ *Other (Explain) (i.e. lump sum/deliverable)*

6. **CONDITIONS:**

- A. No payment shall be made in advance of services rendered. *(CO confirm)*
- B. A request for payment must include an invoice with cost backup, such as, travel receipts (where appropriate) receipts for equipment or supplies, copies of subcontractor's invoice, deliverables as required by the Agreement, and written progress reports.
- C. Invoices shall identify charges by tasks, personnel, labor rates and hours, and expenses authorized by either this Agreement or subsequent Work Authorizations. *(CO to tailor to contract)*
- D. Payments shall be made to Contractor for undisputed invoices. An undisputed invoice is an invoice submitted by the Contractor for services rendered and for which additional evidence is not required to determine its validity. Contractor will be notified via a Dispute Notification Form, within 15 working days of receipt of an invoice, if the State disputes the submitted invoice.
- E. Payment will be made in accordance with, and within the time specified, in Government Code Chapter 4.5, commencing with Section 927.
- F. Final invoice must be received by the Energy Commission no later than 30 calendar days after the Agreement termination date.
- G. The State will pay for State or local sales or use taxes on the services rendered or equipment, parts or software supplied to the Energy Commission pursuant to this Agreement. The State of California is exempt from Federal excise taxes, and no payment will be made for any taxes levied on employee's wages.

7. **FISCAL RECORD KEEPING**

Contractor shall furnish detailed itemization of, and retain all records relating to, direct expenses reimbursed to Contractor, and to hours of employment on this Contract by any employee of Contractor for which the Commission is billed. Such records shall be maintained for a period of three years after final payment of this Contract.

8. **BUDGET DETAIL**

CO use info provided with CRM from contract manager

ATTACHMENT 5

EXHIBIT C GENERAL TERMS AND CONDITIONS

PLEASE NOTE: This page will not be included with the final Agreement. The General Terms and Conditions will be included in the Agreement by reference to Internet site: www.dgs.ca.gov/contracts choose. The exact terms to be used will be those appearing on the website the date the Agreement is signed by Contractor.

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EXHIBIT D **Special Terms and Conditions**

1. **CONTRACT MANAGEMENT:**

- A. Contractor may change Project Manager but the Energy Commission reserves the right to approve any substitution of the Project Manager.
- B. The Energy Commission may change the Contract Manager by notice given Contractor at any time signed by the Contract Officer.
- C. Commission staff will be permitted to work side by side with Contractor's staff to the extent and under conditions that may be directed by the Energy Commission Contract Manager. In this connection, Commission staff will be given access to all data, working papers, etc., which Contractor may seek to utilize.
- D. Contractor will not be permitted to utilize Energy Commission personnel for the performance of services, which are the responsibility of Contractor unless the Contract Manager previously agrees to such utilization in writing and an appropriate adjustment in price is made. No charge will be made to Contractor for the services of Energy Commission employees while performing, coordinating or monitoring functions.

2. **STANDARD OF PERFORMANCE:**

Contractor shall be responsible in the performance of Contractor's/subcontractor's work under this Agreement for exercising the degree of skill and care required by customarily accepted good professional practices and procedures. Any costs for failure to meet these standards, or otherwise defective services, which require reperformance, as directed by Contract Manager or its designee, shall be borne in total by the Contractor/subcontractor and not the Energy Commission. In the event the Contractor/subcontractor fails to perform in accordance with the above standard the following will apply. Nothing contained in this section is intended to limit any of the rights or remedies which the Energy Commission may have under law.

- A. Contractor/subcontractor will reperform, at its own expense, any task, which was not performed to the reasonable satisfaction of the Contract Manager. Any work reperformed pursuant to this paragraph shall be completed within the time limitations originally set forth for the specific task involved. Contractor/subcontractor shall work any overtime required to meet the deadline for the task at no additional cost to the Energy Commission.
- B. The Energy Commission shall provide a new schedule for the reperformance of any task pursuant to this paragraph in the event that reperformance of a task within the original time limitations is not feasible.
- C. If the Energy Commission directs the Contractor not to reperform a task; the Contract Manager and Contractor shall negotiate a reasonable settlement for satisfactory services rendered. No previous payment shall be considered a waiver of the Energy Commission's right to reimbursement.

3. **SUBCONTRACTS:** Contractor shall enter into subcontracts with the following firms and/or individuals and shall manage the performance of the subcontractors.

**ATTACHMENT 5
EXHIBIT D**

OR

No Subcontractors are named for this Agreement. If subcontractors are needed to perform any portion of this Agreement, the following criteria must be met and Contractor shall manage the performance of the subcontractors.

AND

- A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and/or persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any monies to any subcontractor.
- B. Contractor shall be responsible for establishing and maintaining contractual agreements with and the reimbursement of each of, the subcontractors for work performed in accordance with the terms of this Agreement. Contractor shall be responsible for scheduling and assigning subcontractors to specific tasks in the manner described in this Agreement; coordinating subcontractor accessibility to Energy Commission staff, and submitting completed products to the Contract Manager.
- C. All subcontracts shall contain the following: 1) the audit rights and non-discrimination provision stated in the General Terms and Conditions (Exhibit C); 2) further assignments shall not be made to any third or subsequent tier subcontractor without additional written consent of the Contract Manager; and the confidentiality provisions in the Reports paragraph of this Agreement.
- D. Additions, Removal or Substitutions of Subcontractors

The Energy Commission reserves the right to replace a subcontractor, request additional subcontractors, and approve additional subcontractors requested by the Contractor. Such changes shall be subject to the following conditions:

- 1) If the Energy Commission or Contractor requires the replacement or addition of subcontractor(s), the subcontractor(s) shall be selected using 1) A competitive bid process conducted in conformance with the State's and the Energy Commission's procedures for competitive bids. For example, awards shall be made to the lowest bidder meeting the requirements of the bid document and obtaining a minimum of three bids. Contractor's competitive bid process shall be approved by the Contract Manager and Contract Officer prior to release of the bid document. 2). The Energy Commission may direct Contractor to sole source a subcontract with a specific firm, once the Contract Manager has obtained sole source approval via the Energy Commission's internal procedures. The Contract Manager shall provide

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justification for the sole source subcontract to the Contracts Officer using the "Subcontractor Add" memo described below.

- 2) The Contract Manager shall complete and submit to the Contract Officer a "Subcontractor Add" memo. This memo identifies the new subcontractor and what bidding method was used to obtain subcontractors (competitive or sole source).
- 3) Contractor shall submit any proposed subcontracts not originally identified in Contractor's proposal, or any substitution of subcontracts to the Energy Commission for its approval prior to Contractor entering into it. Upon the termination of any subcontract, the Contract Manager shall be notified immediately.

E. Disabled Veteran Business Enterprise (DVBE) Changes

The Contractor shall use the DVBE companies identified in its proposal or in any certifications identifying DVBE to be used in this Agreement. Contractor's failure to adhere to the DVBE participation may be cause for termination. In the event a replacement of a DVBE is necessary, the Contractor shall request written approval, in advance, from the Contract Manager and the Contract Officer. The procedure for replacing any DVBE is:

- 1) Contractor shall inform Contract Manager and Contract Officer in writing of the reason for the DVBE replacement.
- 2) Contractor shall attempt to replace the DVBE with a new DVBE providing the same services or identify other services in the Agreement a new DVBE could provide. Contractor shall complete revised DVBE certification forms (provided by the Contract Officer) identifying the new DVBE. If replacement is not a DVBE, Contractor shall complete steps in compliance with good faith efforts and submit appropriate DVBE documentation to the Contract Officer

4. PERFORMANCE EVALUATION:

Consistent with Public Contract Code Sections 10367 through 10371, the Energy Commission shall, upon completion of this Agreement, prepare a performance evaluation of the Contractor. Upon filing an unsatisfactory evaluation with the Department of General Services, Office of Legal Services (DGS) the Energy Commission shall notify and send a copy of the evaluation to the Contractor within 15 days. The Contractor shall have 30 days to prepare and send statements to the Energy Commission and the DGS defending his or her performance. The Contractor's statement shall be filed with the evaluation in the Energy Commission's Contract file and with DGS for a period of 36 months and shall not be a public record.

5. REPORTS:

- A. **Progress and Final Reports:** Contractor shall prepare progress reports summarizing all activities conducted by Contractor to date on a schedule as provided in Exhibit A. At the conclusion of this Agreement, Contractor shall prepare a comprehensive Final Report, on a schedule as provided in Exhibit A.
- B. **Title:** Contractor's name shall only appear on the cover and title page of reports as follows:

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EXHIBIT D**

California Energy Commission
Project Title
Contractor Number
By (Contractor)

- C. **Ownership:** Each report shall become the property of the Energy Commission.
- D. **Non-disclosure:** Contractor will not disclose data or disseminate the contents of the final or any progress report without written permission of the Contract Manager, except as provided in F, below. Permission to disclose information on one occasion or at public hearings held by the Energy Commission relating to the same shall not authorize Contractor to further disclose and disseminate the information on any other occasion. Contractor will not comment publicly to the press or any other media regarding its report, or Commission's actions on the same, except to Commission staff, Contractor's own personnel involved in the performance of this Contract, or at a public hearing, or in response to questions from a legislative committee. Notwithstanding the foregoing, in the event any public statement is made by the Energy Commission or any other party, based on information received from the Energy Commission as to the role of Contractor or the content of any preliminary or final report, Contractor may, if it believes the statement to be incorrect, state publicly what it believes is correct.
- E. **Confidentiality:** No record which has been designated as confidential, or is the subject of a pending application of confidentiality, shall be disclosed by the Contractor, Contractor's employees or any tier of subcontractors, except as provided in 20 California Code of Regulations, Sections 2506 and 2507, unless disclosure is ordered by a court of competent jurisdiction (20 California Code of Regulations, Sections 2501, et seq.). At the election of the Contract Manager, Contractor, Contractor's employees and any subcontractor shall execute a "Confidentiality Agreement," supplied by the Contract Manager or Contract Officer. Each subcontract shall contain provisions similar to the foregoing related to the confidentiality and nondisclosure of data.
- F. **Disclosure:** Ninety days after any document submitted by the contractor is deemed by the Contract Manager to be a part of the public records of the State, Contractor may, if it wishes to do so at its own expense, publish or utilize a report or written document but shall include the following legend:

"LEGAL NOTICE"

"This report was prepared as a result of work sponsored by the California Energy Commission. It does not necessarily represent the views of the Energy Commission, its employees, or the State of California. The Energy Commission, the State of California, its employees, contractors, and subcontractors make no warranty, express or implied, and assume no legal liability for the information in this report; nor does any party represent that the use of this information will not infringe upon privately owned rights."

6. **PURCHASE OF EQUIPMENT**

- A. Equipment identified in this Agreement is approved for purchase.

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EXHIBIT D

- B. Equipment not identified in this Agreement shall be subject to prior written approval from the Contract Manager.
- C. All equipment purchased with Commission funds shall be made subject to the following terms and conditions:
 - 1) The Contract Officer will complete a Uniform Commercial Code (UCC.1) Financing Statement and submit it to the Contractor for signature. The Contract Officer will file the signed UCC.1 with the Secretary of State's Office. Invoices for equipment purchases associated with a UCC.1 will not be processed until the UCC.1 has been filed with the Secretary of State's Office.
 - 2) Title to all non-expendable equipment purchased in part or in whole with Commission funds shall remain with the Energy Commission.
 - 3) Contractor shall assume all risk for maintenance, repair, destruction and damage to equipment while in the possession or subject to the control of Contractor. Contractor is not expected to repair or replace equipment that is intended to undergo significant modification or testing to the point of damage/destruction as part of the work described in Exhibit A, Scope of Work.
- D. Upon termination or completion of this Agreement, Commission may:
 - 1) if requested by the Contractor, authorize the continued use of such equipment to further Public Interest Energy Research efforts,
 - 2) by mutual agreement with the Contractor, allow the Contractor to purchase such equipment for an amount not to exceed the residual value of the equipment as of the date of termination or completion of this Agreement, or
 - 3) request that such equipment be delivered to the Energy Commission with any costs incurred for such return to be borne by the Energy Commission.

7. **CONTRACT DATA, OWNERSHIP RIGHTS:**

- A. "Data" as used in this Agreement means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research or experimental, developmental or engineering work, or be usable or be used to define a design or process, or to support a premise or conclusion asserted in any deliverable document required by this Agreement. The data may be graphic or pictorial delineations in media, such as drawings or photographs, data or information, etc. It may be in machine form, such as punched cards, magnetic tape or computer printouts, or may be retained in computer memory.
- B. "Deliverable data" is that data which, under the terms of this Agreement, is required to be delivered to the Energy Commission and shall belong to the Energy Commission.
- C. "Proprietary data" is such data as the Contractor has identified in a satisfactory manner as being under Contractor's control prior to commencement of performance of this Agreement, and which Contractor has reasonably demonstrated as being of a proprietary nature either by reason of copyright, patent or trade secret doctrines in full force and

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effect at the time when performance of this Contract is commenced. The title to "proprietary data" shall remain with the Contractor throughout the term of this Agreement and thereafter. The extent of the Energy Commission access to, and the testimony available regarding, the proprietary data shall be limited to that reasonably necessary to demonstrate, in a scientific manner to the satisfaction of scientific persons, the validity of any premise, postulate or conclusion referred to or expressed in any deliverable for this Agreement.

- D. "Generated data" is that data, which a Contractor has collected, collated, recorded, deduced, read out or postulated for utilization in the performance of this Contract. Any electronic data processing program, model or software system developed or substantially modified by the Contractor in the performance of this Contract at the Energy Commission's expense, together with complete documentation thereof, shall be treated in the same manner as "generated data." "Generated data" shall be the property of the Energy Commission, unless and only to the extent that it is specifically provided otherwise in this Agreement.
- E. As to "generated data" which is reserved to Contractor by the express terms hereof, and as to any pre-existing or "proprietary data" which has been utilized to support any premise, postulate or conclusion referred to or expressed in any deliverable hereunder, Contractor shall preserve the same in a form which may be introduced as evidence in a court of law at Contractor's own expense for a period of not less than three years after receipt by the Energy Commission of the Final Report herein.
- F. Before the expiration of the three years, and before changing the form of or destroying any data, Contractor shall notify the Energy Commission of any contemplated action and the Energy Commission may, within thirty (30) days after notification, determine whether it desires the data to be preserved. If the Energy Commission so elects, the expense of further preserving data shall be paid for by the Energy Commission. Contractor agrees that the Energy Commission may at its own expense, have reasonable access to data throughout the time during which data is preserved. Contractor agrees to use its best efforts to furnish competent witnesses or to identify competent witnesses to testify in any court of law regarding data.

8. **RIGHTS OF PARTIES IN COPYRIGHTS, PHYSICAL WORKS OF ART AND FINE ART:**

The Contractor; by signing this Contract, expressly grants to the Energy Commission for all copyrightable material, work of art and original work of authorship first produced, composed or authored in the performance of this Contract a royalty-free, paid-up, non-exclusive, irrevocable, nontransferable, worldwide license to produce, translate, publish, use, dispose of, reproduce, prepare derivative works based on, distribute copies of, publicly perform, or publicly display a work of art or fine art, and to authorize others to produce, translate, publish, use, dispose of, reproduce, prepare derivative works based on, distribute copies of, publicly perform, or publicly display a work of art or fine art.

Contractor, by signing this Contract, expressly conveys to the Energy Commission all ownership of the physical works of art and fine art produced under this Contract. Contractor agrees it does not reserve any rights to the physical works of art and fine art produced under this Contract.

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Contractor shall obtain these same rights for the Energy Commission from all subcontractors and others who produce copyrightable material, works of art, or works of fine art under this Contract. Contractor shall incorporate these paragraphs, modified appropriately, into its agreements with subcontractors. No subcontract shall be entered into without these rights being assured to the Energy Commission from the subcontractor.

9. **PUBLIC HEARINGS**: If public hearings on the scope of work are held during the period of the Contract, Contractor will make available to testify the personnel assigned to this Agreement. The Energy Commission will reimburse Contractor for compensation and travel of the personnel at the Contract rates for the testimony which the Energy Commission requests.
10. **DISPUTES**: In the event of a Contract dispute or grievance between Contractor and the Energy Commission, both parties shall follow the following two-step procedure. Contractor shall continue with the responsibilities under this contract during any dispute.

A. Commission Dispute Resolution

The Contractor shall first discuss the problem informally with the Contract Manager. If the problem cannot be resolved at this stage, the Contractor must direct the grievance together with any evidence, in writing, to the Contracts Officer. The grievance must state the issues in the dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Contracts Officer and the Program Office Manager must make a determination on the problem within ten (10) working days after receipt of the written communication from the Contractor. The Contracts Officer shall respond in writing to the Contractor, indicating a decision and explanation for the decision. Should the Contractor disagree with the Contracts Officer decision, the Contractor may appeal to the second level.

The Contractor must prepare a letter indicating why the Contracts Officer's decision is unacceptable, attaching to it the Contractor's original statement of the dispute with supporting documents, along with a copy of the Contracts Officer's response. This letter shall be sent to the Energy Commission's Executive Director within ten (10) working days from receipt of the Contracts Officer's decision. The Executive Director or designee shall meet with the Contractor to review the issues raised. A written decision signed by the Executive Director or designee shall be returned to the Contractor within twenty (20) working days of receipt of the Contractor's letter. The Executive Director may inform the Energy Commission of the decision at an Energy Commission business meeting. Should the Contractor disagree with the Executive Director's decision, the Contractor may appeal to the Energy Commission at a regularly scheduled business meeting. Contractor will be provided with the current procedures for placing the appeal on an Energy Commission Business Meeting Agenda.

B. Binding Arbitration

Should the Energy Commission's Dispute Resolution procedure above fail to resolve a contract dispute or grievance to the satisfaction of the Contractor, the Contractor and Commission mutually may elect to have the dispute or grievance resolved through binding arbitration. If one party does not agree, the matter shall not be submitted to arbitration. The arbitration proceeding shall take place in Sacramento County, California, and shall be governed by the commercial arbitration rules of the American Arbitration Association (AAA) in effect on the date the arbitration is initiated. The dispute or

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grievance shall be resolved by one (1) arbitrator who is an expert in the particular field of the dispute or grievance. The arbitrator shall be selected in accordance with the aforementioned commercial arbitration rules. If arbitration is mutually decided by the parties, arbitration is in lieu of any court action and the decision rendered by the arbitrator shall be final (not appealable to a court through the civil process). However, judgment may be entered upon the arbitrator's decision and is enforceable in accordance with the applicable law in any court having jurisdiction over this Agreement. The demand for arbitration shall be made no later six (6) months after the date of the contract's termination, despite when the dispute or grievance arose, and despite the applicable statute of limitations for a suit based on the dispute or grievance. If the parties do not mutually agree to arbitration, the parties agree that the sole forum to resolve a dispute is state court.

The cost of arbitration shall be borne by the parties as follows:

- 1) The AAA's administrative fees shall be borne equally by the parties;
- 2) The expense of a stenographer shall be born by the party requesting a stenographic record;
- 3) Witness expenses for either side shall be paid by the party producing the witness;
- 4) Each party shall bear the cost of its own travel expenses;
- 5) All other expenses shall be borne equally by the parties, unless the arbitrator apportions or assesses the expenses otherwise as part of his or her award.

At the option of the parties, any or all of these arbitration costs may be deducted from any balance of Contract funds. Both parties must agree, in writing, to utilize contract funds to pay for arbitration costs.

10. **TERMINATION:**

The parties agree that because the Energy Commission is a state entity and contracts on behalf of all Californian rate payers, it is necessary for the Energy Commission to be able to terminate, at once, upon the default of Contractors and to proceed with the work required under the Agreement in any manner the Energy Commission deems proper. Contractor specifically acknowledges that the unilateral termination of the Agreement by the Energy Commission under the terms set forth below is an essential term of the Agreement, without which the Energy Commission would not enter into the Agreement. Contractor further agrees that upon any of the events triggering the unilateral termination the Agreement by the Energy Commission, the Energy Commission has the sole right to terminate the Agreement, and it would constitute bad faith of the Contractor to interfere with the immediate termination of the Agreement by the Energy Commission.

This Agreement may be terminated for any reason set forth below.

A. **With Cause**

In the event of any breach by the Contractor of the conditions set forth in this Agreement, the Energy Commission may, without prejudice to any of its legal remedies, terminate this Agreement for cause upon five (5) days written notice to the Contractor. In such event, Commission shall pay Contractor only the reasonable value of the services theretofore rendered by Contractor, as may be agreed upon by the parties or determined by a court of law, but not in excess of the contract maximum payable. "Cause" includes without limitation:

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- 1) Failure to perform or breach of any of the terms or covenants at the time and in the manner provided in this Agreement; or
- 2) Contractor is not able to pay its debts as they become due and/or Contractor is in default of an obligation that impacts his ability to perform under this Agreement; or
- 3) It is determined after notice and hearing by the Energy Commission or the Executive Director that gratuities were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the Energy Commission, with a view toward securing an Agreement or securing favorable treatment with respect to awarding or amending or making a determination with respect to performance of the Agreement; or
- 4) Significant change in Commission policy such that the work or product being funded would not be supported by the Energy Commission; or
- 5) Reorganization to a business entity unsatisfactory to the Energy Commission; or
- 6) The retention or hiring of subcontractors, or the replacement or addition of personnel that fail to perform to the standards and requirements of this Agreement.

B. Without Cause

The Energy Commission may, at its option, terminate this Agreement without cause in whole or in part, upon giving thirty (30) days advance notice in writing to the Contractor. In such event, the Contractor agrees to use all reasonable efforts to mitigate the Contractor's expenses and obligations hereunder. Also, in such event, the Energy Commission shall pay the Contractor for all satisfactory services rendered and expenses incurred within 30 days after notice of termination which could not by reasonable efforts of the Contractor have been avoided, but not in excess of the maximum payable under this Agreement.

11. WAIVER:

No waiver of any breach of this Contract shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided therein or by law. The failure of the Energy Commission to enforce at any time any of the provisions of this Contract, or to require at any time performance by Contractor of any of the provisions, shall in no way be construed to be a waiver of those provisions, nor in any way affect the validity of this Contract or any part of it or the right of the Energy Commission to thereafter enforce each and every such provision.

12. CAPTIONS:

The clause headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference and do not define, limit, or extend the scope or intent of the clauses.

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13. **PRIOR DEALINGS, CUSTOM OR TRADE USAGE:**

In no event shall any prior course of dealing, custom or trade usage modify, alter, or supplement any of these terms.

14. **NOTICE:**

Notice to either party may be given using the following delivery methods, certified mail, Federal Express, United Parcel Service, or personal delivery, providing evidence of receipt, to the respective parties identified on page one of this Agreement.

Delivery by fax or e-mail is not considered notice for the purpose of this Agreement. Notice shall be effective when received, unless a legal holiday for the State commences on the date of the attempted delivery. In which case, the effective date shall be postponed 24 hours, or whenever the next business day occurs.

15. **STOP WORK:**

The Contract Officer may, at any time, by written notice to Contractor, require Contractor to stop all or any part of the work tasks in this Agreement. Stop Work Orders may be issued for reasons such as a project exceeding budget, standard of performance, out of scope work, delay in project schedule, misrepresentations and the like.

- A. Compliance Upon receipt of such stop work order, Contractor shall immediately take all necessary steps to comply therewith and to minimize the incurrence of costs allocable to work stopped.
- B. Equitable Adjustment An equitable adjustment shall be made by Commission based upon a written request by Contractor for an equitable adjustment. Such adjustment request must be made by Contractor within thirty (30) days from the date of receipt of the stop work notice.
- C. Revoking a Stop Work Order Contractor shall resume the stopped work only upon receipt of written instructions from the Energy Commission Contract Officer canceling the stop work order.

16. **INTERPRETATION OF TERMS:** Any inconsistency between the terms of any exhibits shall be resolved in favor of Exhibit A, Scope of Work and Exhibit D, Special Terms and Conditions.

17. **CONTRACTOR DUTIES, OBLIGATIONS AND RIGHTS:** The Contractor under the performance of this Agreement has been fully informed of its duties, obligations and rights under Public Contract Code, Section 10381, and any additional Contractor's rights and obligations which should be included.

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ADDITIONAL PROVISIONS

The following clauses may or may not be included in agreement, Contract Officer to decide when developing this Exhibit if any of the following clauses apply to the specific scope of work or if an additional clause or term is needed.

1. **CONFIDENTIALITY:**

A. Designation of Confidentiality

The Contractor has not identified any confidential items to be delivered under this Agreement.

OR

The Energy Commission agrees to keep confidential the items listed in Exhibit E, Attachment 1.

AND

The Executive Director makes the determination regarding a designation of confidentiality pursuant to 20 CCR 2505. In the event there is a disagreement regarding the confidential designation, Contractor may appeal the Executive Director's determination to the full Commission.

B. Public and Confidential Deliverables: Identifying and Submitting Confidential Information

All public deliverables including, but not limited to, progress reports, task deliverables and the Final Report shall not contain confidential information unless the confidential information is specifically identified in Exhibit E, Attachment 1 or has been designated as confidential pursuant to 20 CCR 2505. In such event, the Contractor shall prepare the deliverable in two separate volumes, one for public distribution and one to be maintained in the Energy Commission's confidential records located in the Contract's Office. All confidential information submitted by the Contractor shall be marked "Confidential" on each page of the document containing the confidential information and presented in a sealed package to the Energy Commission Contract Officer. (Non-confidential deliverables are submitted to the Contract Manager.) All confidential information will be contained in the "confidential" volume, no confidential information will be in the "public" volume. Only those items specifically listed in Exhibit E, Attachment 1 or in a subsequent determination of confidentiality pursuant to 20 CCR 2505 qualify as confidential deliverables.

C. Future Confidential Information

The Contractor and the Energy Commission agree that during this Agreement, it is possible that the Contractor may develop additional data or information not originally anticipated as deliverables that the Contractor considers to be protectable as confidential information. In this case, Contractor shall follow the procedures for designation of confidential information in 20 CCR 2505 including: an application for confidentiality in subdivision (a)(1-4); the automatic designation of confidentiality in subdivision (a)(5); or information submitted under a contract in subdivision (c)(2)(B). The Energy Commission

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Executive Director makes the determination of confidentiality. Such subsequent determinations may be added to this Agreement.

- D. Disclosure of confidential information by the Energy Commission may be made only pursuant to 20 CCR 2506 and 2507. All confidential data, records or deliverables that are legally disclosed by the Contractor or any other entity become public records and are no longer subject to the above confidentiality designation.
2. **PROPOSAL INTERPRETATION:** This project shall be conducted in accordance with the terms and conditions of Commission Request for Proposal, number 600-04-601, Rolling Resistance Tire Study, Contractor's proposal dated _____ and this Agreement. The Contractor's proposal is not attached, but is expressly incorporated by reference into this Agreement. In the event of conflict or inconsistency between the terms of this Agreement and the Contractor's proposal, this Agreement shall be considered controlling.
3. **WORK AUTHORIZATION PROCESS:** The Energy Commission Contract Manager shall prepare a Work Authorization.(WA) directing the work the Contractor provides. All WA shall be in writing, numbered sequentially and approved by the Contractor's Project Manager and Commission's Contract Manager before beginning work. The Energy Commission Contract Manager shall file all signed WA with the Energy Commission Contracts Office. Each WA shall detail the following:
1. Detailed scope of work and what task the WA falls within related to this Agreement, objective or goals, the technology area and identification of the Contract/subcontractor team.
 2. All significant materials to be developed or services delivered. Identification of any materials to be furnished by the Energy Commission to the Contractor. The due dates for materials or services performed under the WA. The time period for entire WA. Estimated budget including person hours, hourly rates, travel expenses, and total cost of the WA.
- A. The Energy Commission reserves the right to require the Contractor to stop or suspend work on any WA. The Energy Commission Contract Manager shall provide in writing to the Contractor's Project Manager notice of the date work is halted or suspended. Costs incurred to that date shall be reimbursed in accordance with the termination clause.
- B. The actual costs of a completed WA shall not exceed the authorized amount, except under the following condition:
- If, in the performance of the work, the Contractor determines that the actual costs will exceed the estimated costs, Contractor shall immediately notify the Energy Commission Contract Manager. Upon such notification, the Energy Commission Contract Manager may:
- 1) Alter the scope of the WA to accomplish the work within the estimated costs; or
 - 2) Augment the dollar amount of the WA via an amendment; or
 - 3) Authorize the Contractor to complete the work for the actual costs; or
 - 4) Terminate the WA.
- C. Each WA shall be incorporated into this Agreement. However, it is understood and agreed by both parties that all of the terms and conditions of this Agreement shall remain in force with the inclusion of any such WA. A WA shall in no way constitute an independent

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contract, other than as provided pursuant to this Agreement, nor in any way amends or supersedes any of the other provisions of this Agreement.

4. **CONFLICT OF INTEREST:**

- A. Contractor agrees to continuously review new and upcoming projects in which members of the Contractor team may be involved for potential conflicts of interest. Contractor shall report its findings in its progress report.
- B. Contractor shall submit a completed Fair Political Practices Commission Form 700, "Statement of Economic Interests" for each consultant as directed by the Energy Commission's Contract Manager in consultation with the Energy Commission's Chief Counsel's Office to file a statement.
- C. No person, firm, or subsidiary thereof who has been awarded a consulting services contract may submit a bid for, nor be awarded a contract for, the provision of services, procurement of goods or supplies, or any other related action which is required, suggested, or otherwise deemed appropriate in the end product of the consulting services contract. This does not apply to any person, firm, or subsidiary thereof who is awarded a subcontract of a consulting services contract which amounts to no more than 10 percent of the total monetary value of the consulting services contract.
- D. State Administrative Manual--Information Technology, Section 5202:
 - 1) Exclusion for Conflict of Interest:
No consultant shall be paid out of state funds for developing recommendations on the acquisition of Electronic Data Processing (EDP) products or services or assisting in the preparation of a feasibility study, if that consultant is to be a source of such acquisition or would otherwise directly and/or materially benefit from the state adoption of such recommendations or the course of action recommended in the feasibility study. Further, no consultant shall be paid out of state funds for developing recommendations on the disposal of state surplus EDP products if that consultant would directly and/or materially benefit from state adoption of such recommendations.
 - 2) Follow-on Contracts
No person, firm, or subsidiary thereof who has been awarded a consulting services contract, or a contract which includes a consulting component, may be awarded a contract for the provision of services, delivery of goods or supplies, or any other related action which is required, suggested, or otherwise deemed appropriate as an end product of the consulting services contract. Therefore, any consultant that contracts with a state agency to develop a feasibility study or provide formal recommendations for the acquisition of EDP products or services is precluded from contracting for any work recommended in the feasibility study or the formal recommendation.

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EXHIBIT F CONTACT PERSONS

Commission Contract Manager: NAME, MS-XX California Energy Commission 1516 Ninth Street Sacramento, CA 95814 Phone (916) NUMBER e-mail: NAME@energy.state.ca.us	Contractor Project Manager: (Name) (Contractor Name) Address Phone: Fax: e-mail
Commission Contract Officer: Elizabeth Stone, MS-18 California Energy Commission 1516 Ninth Street Sacramento, CA 95814 Phone: (916) 654-5125 Fax: (916) 654-4423 e-mail: estone@energy.state.ca.us	Contractor Contract Administrator: (Name) (Contractor Name) Address Phone: Fax: e-mail
Deliver confidential deliverables to this location only.	
Invoices, Progress Reports and Non-Confidential Deliverables to: Accounting Office, MS-2 California Energy Commission 1516 Ninth Street Sacramento, CA 95814 Phone: 916-654-4401	
Legal Notices: Cheryl Raedel, MS-18 Manager, Contracts Office California Energy Commission 1516 Ninth Street Sacramento, CA 95814 Phone: 916-654-4392 Fax: 916-654-4423 e-mail: craedel@energy.state.ca.us	(contractor legal person)
	Contractor's Key Personnel: (Individual's Names listed)
	Key Subcontractors: (Company Names listed. Include names of individuals if they are key.)